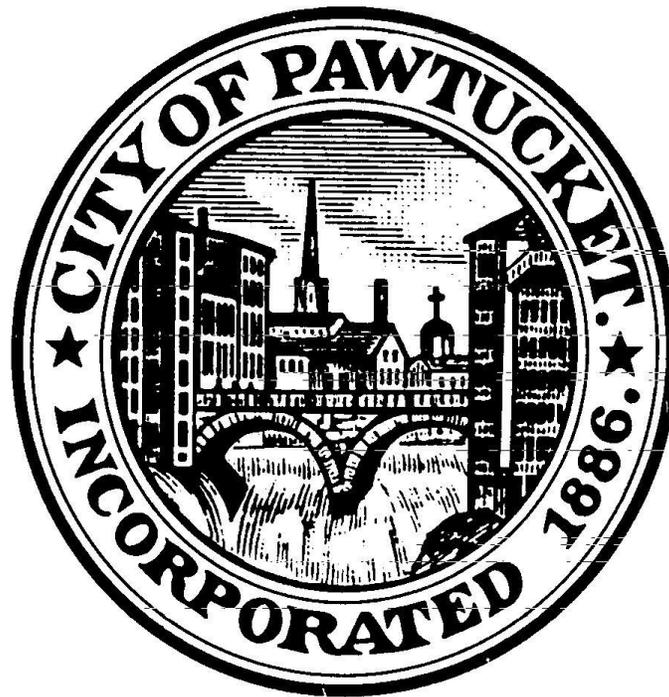


# CITY OF PAWTUCKET

## REQUEST FOR PROPOSALS



**24-017**

**Two (2) - Six (6) Wheel Dump Truck  
with Plow and Sander**

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## 1.0 - Bid/Solicitation Information

### Schedule

Pre-Bid/Proposal Conference:  No  Yes

Requests for Further Information:

November 30, 2023 at 04:00 PM

Requests for information or clarification must be made electronically to the attention of:

Eric Hammerschlag – City Engineer

E-mail: [ehammerschlag@pawtucketri.com](mailto:ehammerschlag@pawtucketri.com)

Please reference the RFP / LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

RFP Submission Deadline:

December 14, 2023 at 12:00 PM

**Late submittals will not be considered.**

Proposals must be mailed or hand-delivered in a sealed envelope **marked with the RFP/Bid # and Project Name** to:

Pawtucket City Hall - Purchasing Office

137 Roosevelt Avenue

Pawtucket, RI 02860

**Bids will be publicly opened on December 14, 2023 at 4:00 PM during a scheduled Purchasing Board meeting in the City Council Chambers, City Hall**

### Bonds/Surety Required

Surety Bond:  No  Yes

Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the City of Pawtucket in an amount not less than five percent (5%) of the bid price.

Fidelity Bond:  No  Yes

Performance Bond:  No  Yes

The successful bidder will be required to furnish all insurance documentation as outlined in the attached Purchasing Rules & Regulations and General Terms & Conditions of Purchase.

### Miscellaneous

The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest including, but not limited to, directly negotiating with any vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process

will be rejected and not considered further. The City of Pawtucket may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

## 2.0 - Instructions and Notifications to Bidders

- It is the vendor's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder. The City of Pawtucket assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFP deadline.
- Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- The vendor has full responsibility to ensure that the proposal arrives at the Purchasing Division Office prior to the deadline set out herein. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. **For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.**
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- Bidders are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General

Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

- Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the vendor's obligations to the City.
- The City reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the City of Pawtucket upon delivery to the Purchasing Agent.
- The City asks that companies refrain from requesting proposal information concerning other respondents until an intention to award is determined, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. Proposal materials become public information only after a contract is awarded.

### 3.0 - Overview

The City of Pawtucket is seeking competitive bids from qualified dealers for the purchase of two (2) 44,000 GVW, six (6) Wheel Dump Truck with Plow and Sander.

### 4.0 - Scope of Work

One (1) set of Manufacturer's specifications for each part of the specification package are to accompany each bid. These specifications will be evaluated to determine the components bid are equivalent to the items specified within. Bidder shall note, in writing, any deviations from these specifications set forth. Merely providing literature is not sufficient and may be just cause for rejection of a bid.

These are minimum chassis specifications to describe a snow removal package to be installed. The truck shall meet or exceed the following minimum specifications. Any deviation(s) MUST be clearly listed and explained on a separate sheet of paper:

Separately, LG Communications will install a 2-way mobile radio package for \$399.99 as per the award from the Purchasing Board of March 14, 2019. The selected Vendor is only responsible to include this cost into their bid or quote and will pay LG Communications directly for the radios. DPW will schedule LG Communications to come and install the radios in the Public Works yard when payment has been received.

<b>Truck Specifications</b>
<b>Price Level</b>
SD PRL-28D (EFF:MY25 ORDERS)
<b>Data Version</b>
SPECPRO21 DATA RELEASE VER 014
<b>Vehicle Configuration</b>
108SD CONVENTIONAL CHASSIS
2025 MODEL YEAR SPECIFIED
SET BACK AXLE - TRUCK
TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560
LH PRIMARY STEERING LOCATION
<b>General Service</b>
TRUCK/TRAILER CONFIGURATION
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
CARB EMISSIONS CERTIFICATION NOT FOR INITIAL REGISTRATION IN CALIFORNIA AND CARB OPT-IN STATES -CARB CLEAN IDLE (6X4 INCH LABELS ON LOWER FORWARD DRIVER DOOR)
UTILITY/REPAIR/MAINTENANCE SERVICE
GOVERNMENT BUSINESS SEGMENT

DIRT/SAND/ROCK COMMODITY
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
MAXIMUM 8% EXPECTED GRADE
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
FREIGHTLINER SD VOCATIONAL WARRANTY
EXPECTED FRONT AXLE(S) LOAD: 18000.0 lbs
EXPECTED REAR DRIVE AXLE(S) LOAD: 26000.0 lbs
EXPECTED GROSS VEHICLE WEIGHT CAPACITY: 44000.0 lbs
EXPECTED GROSS COMBINATION WEIGHT: 60000.0 lbs
<b>Truck Service</b>
FRONT PLOW/END DUMP BODY
EXPECTED TRUCK BODY LENGTH: 10FT
VIKING SIVES, LTD
<b>Tractor Service</b>
FLATBED TRAILER
SINGLE (1) TRAILER
<b>Engine</b>
CUM L9 330 HP @ 2200 RPM, 2200 GOV RPM, 1000 LB/FT @ 1200 RPM
<b>Electronic Parameters</b>
65 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM
ONE REMOTE PTO SPEED
PTO SPEED 1 SETTING - 800 RPM
PTO 1, DASH SWITCH, ENGAGE BEFORE DRIVING
PTO MODE SPEED CONTROL ACTIVATION REQUEST FOR REMOTE ENGINE INTERFACE
PTO MINIMUM RPM - 700
REGEN INHIBIT SPEED THRESHOLD - 5 MPH
<b>Engine Equipment</b>
EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION
NO 2008 CARB EMISSION CERTIFICATION
STANDARD OIL PAN
OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY
SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER AND INSIDE/OUTSIDE AIR WITH SNOW DOOR
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE

(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES
BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER
11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP
13 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID TANK CAP
STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD
AIR POWERED ON/OFF ENGINE FAN CLUTCH
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER
COMBINATION FULL FLOW/BYPASS OIL FILTER
1115 SQUARE INCH ALUMINUM RADIATOR

ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
RADIATOR DRAIN VALVE
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER
BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH
<b>Transmission</b>
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
<b>Transmission Equipment</b>
ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS
QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS
ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
CUSTOMER INSTALLED CHELSEA 280 SERIES PTO
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON

MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
TRANSMISSION PROGNOSTICS - ENABLED 2013
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)
<b>Front Axle and Equipment</b>
MFS-18-133A 18,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
NON-ASBESTOS FRONT BRAKE LINING
CAST IRON OUTBOARD FRONT BRAKE DRUMS
FRONT BRAKE DUST SHIELDS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
STANDARD KING PIN BUSHINGS
TRW TAS-85 POWER STEERING
POWER STEERING PUMP
4 QUART POWER STEERING RESERVOIR
CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE
<b>Front Suspension</b>
18,000# FLAT LEAF FRONT SUSPENSION
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION
FRONT SHOCK ABSORBERS
<b>Rear Axle and Equipment</b>
RS-26-185 26,000# T-SERIES SINGLE REAR AXLE
6.14 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE
INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH

MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES
NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)
WEBB HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS
REAR BRAKE DUST SHIELDS
REAR OIL SEALS
WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
HALDEX AUTOMATIC REAR SLACK ADJUSTERS
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
STANDARD REAR AXLE BREATHER(S)
<b>Rear Suspension</b>
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
SPRING SUSPENSION - NO AXLE SPACERS
STANDARD AXLE SEATS IN AXLE CLAMP GROUP
FORE/AFT CONTROL RODS
<b>Pusher/Tag Equipment</b>
NO PUSHER/TAG BRAKE DUST SHIELDS
<b>Brake System</b>
WABCO 4S/4M ABS W/TRACTION CONTROL
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
STD U.S. FRONT BRAKE VALVE
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
AIR DRYER MOUNTED OUTBOARD ON LH RAIL
ALUMINUM AIR BRAKE RESERVOIRS
PULL CABLE ON ALL AIR RESERVOIR(S)
<b>Trailer Connections</b>
AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS
NO TRAILER AIR HOSE
NO AIR HOSE HANGER
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION

SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME
NO TRAILER ELECTRICAL CABLE
<b>Wheelbase &amp; Frame</b>
4075MM (160 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1600MM (63 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
24 INCH INTEGRAL FRONT FRAME EXTENSION
CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 94.88 in
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 91.88 in
CALC'D FRAME LENGTH - OVERALL: 288.58 in
CALCULATED FRAME SPACE LH SIDE: 19.31 in
CALCULATED FRAME SPACE RH SIDE: 62.26 in
TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT
SQUARE END OF FRAME
FRONT CLOSING CROSSMEMBER
LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER
STANDARD MIDSHIP #1 CROSSMEMBER(S)
STANDARD REARMOST CROSSMEMBER
STANDARD SUSPENSION CROSSMEMBER
<b>Chassis Equipment</b>
14 INCH PAINTED STEEL BUMPER
NO REAR MUDFLAPS
NO MUDFLAP BRACKETS
EXTERIOR HARNESS WRAPPED IN ABRASION TAPE
FRONT TOW HOOKS - FRAME MOUNTED
BUMPER MOUNTING FOR SINGLE LICENSE PLATE
GRADE 8 THREADED HEX HEADED FRAME FASTENERS
<b>Fifth Wheel</b>
NO FIFTH WHEEL
<b>Fuel Tanks</b>
60 GALLON/227 LITER ALUMINUM FUEL TANK - LH
25 INCH DIAMETER FUEL TANK(S)
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS
FUEL TANK(S) FORWARD
PLAIN STEP FINISH

CHROME FUEL TANK CAP(S)
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER
EQUIFLO INBOARD FUEL SYSTEM
INSULATION FOR FUEL LINES
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
<b>Tires</b>
MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
MICHELIN XDN3 12R22.5 16 PLY RADIAL REAR TIRES
<b>Hubs</b>
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
CONMET PRESET PLUS PREMIUM IRON REAR HUBS
<b>Wheels</b>
ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
FRONT WHEEL MOUNTING NUTS
REAR WHEEL MOUNTING NUTS
<b>Cab Exterior</b>
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
AIR CAB MOUNTING
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
SHORT FENDER WITH MUDFLAP
LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT
STATIONARY BLACK GRILLE
BLACK HOOD MOUNTED AIR INTAKE GRILLE
FIBERGLASS HOOD WITH ACCESS HATCHES
TUNNEL/FIREWALL LINER
SINGLE 14 INCH ROUND POLISHED AIR HORNS
DUAL ELECTRIC HORNS
SINGLE HORN SHIELDS
REAR LICENSE PLATE MOUNT END OF FRAME
WIRING AND SWITCH FOR CUSTOMERS FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER
HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS
LED AERODYNAMIC MARKER LIGHTS
INTEGRAL STOP/TAIL/BACKUP LIGHTS
STANDARD FRONT TURN SIGNAL LAMPS
DAYTIME RUNNING LIGHTS

DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
RH DOWN VIEW MIRROR
STANDARD SIDE/REAR REFLECTORS
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER
63X14 INCH TINTED REAR WINDOW
TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS
RH AND LH ELECTRIC POWERED WINDOWS
LOWER RH DOOR WINDOW WITH FRESNEL LENS
1-PIECE SOLAR GREEN GLASS WINDSHIELD
8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR
<b>Cab Interior</b>
RUGGED TRIM+A260:A278 PACKAGE
GRAY & CARNON VINYL INTERIOR "RUGGED"
MOLDED PLASTIC DOOR PANEL
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION
CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
FORWARD ROOF MOUNTED CONSOLE
LH & RH KICKPLATES
CENTER STORAGE CONSOLE MOUNTED ON BACKWALL
(2) CUP HOLDERS LH AND RH DASH
DIGITAL ALARM CLOCK IN DRIVER DISPLAY
M2/SD DASH
2-1/2 LB. FIRE EXTINGUISHER
FIRST AID KIT
HEATER, DEFROSTER AND AIR CONDITIONER
STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
STANDARD HEATER PLUMBING
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
BINARY CONTROL, R-134A
PREMIUM INSULATION
SOLID-STATE CIRCUIT PROTECTION AND FUSES

12V NEGATIVE GROUND ELECTRICAL SYSTEM
STANDARD LED CAB LIGHTING
REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
KEY QUANTITY OF 4
LH AND RH ELECTRIC DOOR LOCKS
(2) 12V DASH MOUNTED POWER OUTLETS
TRIANGULAR REFLECTORS WITHOUT FLARES
BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
BASIC ISRI HIGH BACK NON-SUSPENSION PASSENGER SEAT
DUAL DRIVER SEAT ARMRESTS & INBOARD PASSENGER SEAT ARMREST
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
BLACK VINYL DRIVER SEAT COVER
BLACK VINYL PASSENGER SEAT COVER
HIGH VISIBILITY ORANGE SEAT BELTS
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS
DRIVER AND PASSENGER INTERIOR SUN VISORS
<b>Instruments &amp; Controls</b>
ELECTRONIC ACCELERATOR CONTROL
NO INSTRUMENT PANEL-DRIVER
FULLY CONFIGURABLE CENTER INSTRUMENT PANELS
BRIGHT ARGENT FINISH GAUGE BEZELS
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGES
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
97 DB BACKUP ALARM
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
2 INCH ELECTRIC FUEL GAUGE
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY

QUICKFIT POWERTRAIN INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP
QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP
ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVERS MESSAGE CENTER
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS
ELECTRIC ENGINE OIL PRESSURE GAUGE
NO OBSTACLE DETECTION SYSTEM
NO DR ASSIST SYSTEM
NO VEHICLE STABILITY ADVISOR OR CONTROL
NO LANE DEPARTURE WARNING SYSTEM
NO OVERHEAD INSTRUMENT PANEL
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939
DASH MOUNTED RADIO
(2) RADIO SPEAKERS IN CAB
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
QUICKFIT PROGRAMMABLE INTERFACE MODULE
NO CB RADIO MOUNTING PROVISION
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER
IGNITION SWITCH CONTROLLED ENGINE STOP
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS
BW TRACTOR PROTECTION VALVE
TRAILER HAND CONTROL BRAKE VALVE
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES
DETROIT CONNECT PLATFORM HARDWARE
3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT

TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL
FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT
HARDWARE SWITCH #1, ON/OFF MOMENTARY 20 AMPS IGNITION POWER
HARDWARE SWITCH #2, ON/OFF MOMENTARY 20 AMPS IGNITION POWER
HARDWARE SWITCH #3, ON/OFF MOMENTARY 20 AMPS IGNITION POWER
HARDWARE SWITCH #4, ON/OFF MOMENTARY 20 AMPS IGNITION POWER
PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES
(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS
TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITENT
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY
NO WRG/SW-OPTL #2, CHAS, AIR
<b>Design</b>
PAINT: ONE SOLID COLOR
<b>Color</b>
CAB COLOR A: L0789EY OMAHA ORANGE ELITE EY
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
FRONT WHEEL PAINT: N1356EA GRAY ELITE SS
REAR WHEEL PAINT: N1356EA GRAY ELITE SS
STANDARD BLACK BUMPER PAINT
STANDARD E COAT/UNDERCOATING
<b>Certification / Compliance</b>
U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
<b>Extended Warranty</b>
CUMMINS ENGINE CARB COMPLIANT L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
ALLISON 3500 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5 YEARS/UNLIMITED MILES FEX
TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES

SERVICE CENTER TO BE WITHIN 50 MILES OF THE CITY OF PAWTUCKET AND OPEN 24 HOURS
DEALER TO BE WITHIN 50 MILES OF THE CITY OF PAWTUCKET
FREIGHTLINER /WESTERN STAR ROADSIDE ASSISTANCE PROGRAM: BREAKDOWN SERVICE PROVIDED BY FLEETNET AMERICA
<b>Dump Body/Plow/Sander Specifications</b>
<b>Description - Dump Body</b>
11' Beau-Roc heavy duty mono-shell cross member-less Stainless Steel dump body model SSM1
30" side height, 36" tailgate height, 30" cab shield
HARDOX 450 steel floor
7GA 201SS sides & front
7GA 201SS six panel tailgate with air controlled latch and three coal doors
Front telescopic lift cylinder model G4 100-4-2.5-3
Electric load cover with tarp
3/4" pintle plate with 25 ton swivel hook & air and electric brake controller
Emergency lighting consisting of two cab shield mounted LED flashers on 45 degree, two rear body mounted LED flashers, two rear body mounted LED S/T/T, two body mounted back up lights
2 grille mounted ION flashers
LED spinner and load lights
36" SS frame mounted toolbox, shovel holder, ladder, poly rear fenders, back up camera, body up alarm, body prop, reflective tape on sides and rear
Completely installed and operational in natural SS finish
<b>Sander/Spreader</b>
Swenson 10' Stainless Steel Dual Auger Spreader Model EVDA 10-82-56
Top screens, tip up spinner assembly with poly disc, SS 12" spill shields installed front and rear of the spreader, Stainless Steel Light bar including ION flashers installed on the upper rear of the spreader, custom guards to protect the auger motors, Stainless Steel protective spinner guard, installed in the dump body including tie downs and Stainless Steel tailgate latch bar
<b>Hydraulics for Sander and Plow</b>
Central hydraulic system consisting of a transmission driven PTO with a fixed displacement hydraulic pump-stack type valving to power plow/body and sander, Cirus easy spread electric sander control system, controls and cables, hoses and couplers, stainless steel lines to front and rear, side of frame mounted Stainless Steel hydraulic tank/valve enclosure, return filter, complete system installed and operational

Viking custom low mount tilt over plow hitch, 4" x 10" DA lift cylinder, pin on quick couplers, fully installed and operational including hood mounted LED heated plow lights on SS brackets
<b>Snowplow</b>
Viking 10' Power Angle Snowplow model PRR1042TE
42" high steel trip edge moldboard, cylinder type reverse with cushion valve mounted on the truck, cable/drum lift, carbon steel cutting edge, moldboard shoes, wrap around curb shoes, parking leg jack, installed and operational

Delivered units must include anything necessary but not specifically mentioned to have a complete and operational unit.

***Standard Equipment:***

The vehicle shall be equipped with all standard features and accessories as noted in the manufacturer's literature for the specified model. No standard equipment and/or accessories shall be excluded from the vehicle without written approval of the City of Pawtucket's Purchasing Department.

***Pre-Delivery:***

The vehicle shall be completely inspected, serviced and cleaned by the Supplier in accordance with pre-delivery service standards. The vehicle shall be delivered with: (1) warranty information, owner's manual and related information; (2) manufacturer's window sticker detailing the vehicle's factory options; (3) a front license plate bracket; and (4) full fluids including a full tank of gas. The identification of the Supplier or its dealership shall not appear anywhere on the vehicle.

***Safety:***

The truck and related equipment must meet all Federal and State regulations as well as OSHA regulations and so be certified. The dealer or body installer shall provide caution labels, decals and any warnings deemed necessary.

***Delivery:***

The City of Pawtucket would like to take possession of the vehicle as soon as possible after award. Proposed lead time for delivery of the vehicle is a vital component of this RFP and is weighted as thirty percent (30%) of the Evaluation Criteria. After award, the Supplier shall immediately notify the City of Pawtucket if it has any reason to believe that it cannot meet the proposed lead time. **The City of Pawtucket reserves the right to cancel the award if the Supplier cannot meet the proposed lead time and award to another bidder.**

The Contractor shall supply all manufacturers' equipment and technical advice necessary for the proper operation of the truck and related equipment. This includes, but is not limited to, manuals for the chassis, body and hydraulic system. The Contractor must further supply all technical (parts and service) manuals or CD-ROM for: the engine, transmission, chassis, body, and hydraulic system for the unit proposed. Free life time access to online technical support must be provided.

***Warranty:***

The Contractor shall note on the bid sheet the years and miles the warranty will be in effect, and supply, as part of the bid submission the detailed warranty.

***Powertrain Warranty:***

The Contractor shall note on the bid sheet the years and miles the powertrain warranty will be in effect, and supply, as part of the bid submission the detailed powertrain warranty.

***Engine Warranty:***

The Contractor shall note on the bid sheet the years and miles the engine warranty will be in effect, and supply, as part of the bid submission the detailed engine warranty.

***Extended Engine Diesel Care Warranty:***

The Contractor shall note on the bid sheet the years and miles the extended engine warranty will be in effect, and supply, as part of the bid submission the detailed extended engine warranty.

## **5.0 - Insurance**

The vendor shall maintain and keep in force such comprehensive general liability insurance as shall protect them from claims which may arise from operations under any contract entered into with the City of Pawtucket, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The City of Pawtucket shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

## **6.0 - Acknowledgement of Risk & Hold Harmless Agreement**

In addition to the indemnity provisions in the City of Pawtucket's Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasors) agree to release, waive, discharge and covenant not to sue the City of Pawtucket, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on City of Pawtucket property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorneys fees, that may incur due to Releasors use of or presence in and on City of Pawtucket property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on City of Pawtucket property.

The Releasors acknowledge the risks that may be involved and hazards connected with use of or presence in and on City of Pawtucket property but elect to provide services under any contract with the City of Pawtucket with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors is not covered by Releasees insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the City of Pawtucket and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the City of Pawtucket shall not be limited by the insurance required under the City of Pawtucket Terms and Conditions of Purchase.

## **7.0 - Additional Insurance Requirements**

In addition to the insurance provisions in the City of Pawtucket Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the City of Pawtucket shall include the City of Pawtucket, its divisions, officers and employees as Additional Insureds but only with respect to the selected vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

- A. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the City of Pawtucket; and
- B. a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self insurance or self retention maintained by the City of Pawtucket and that any insurance, self insurance or self retention maintained by the City of Pawtucket shall be in excess of the selected vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the City of Pawtucket's Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the City of Pawtucket.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the City of Pawtucket. The selected vendor shall pay for all deductibles, self insured retentions and/or self insurance included hereunder.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

## **8.0 - Proposal Content and Organization**

Pricing must include all costs as specified in this solicitation. Pricing for this proposal must be indicated on the Bid Form in Section 11.0 and must be submitted in a separate, sealed envelope marked with the words “**RFP 24-017 – Two (2) – Six (6) Wheel Dump Truck with Plow & Sander**”, as well as name of Bidder, and date of bid opening.

All Bid Forms must be signed.

Vendors must include on the Bid Form a list of at least four (4) references with whom they have contracted to do similar work by including the company name, telephone number, contact person, and number of years they have served this customer. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Respondents must also include an overview of their company’s experience including, but not limited to, the number of years the company has been providing these services, the size of the company (including the number of employees and locations), a description of work undertaken that is similar to what is being requested in this RFP, and, if applicable, certifications that show a knowledge of equipment that would be serviced or provided under this contract.

If any subcontractors are to be used in the performance of any work contracted for under this RFP, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed.

**In the Bid Form, Bidders must illustrate their proposed equipment’s specifications in terms of comparability to the City’s minimum specifications as follows:**

- **Use the Bid Form provided to indicate whether (“Yes” or “No”) the proposed equipment meets or exceeds the minimum specifications listed therein, or if an equivalent is proposed.**
- **If an Equivalent is proposed, please attach a description of the proposed equipment to the Bid Form.**
- **If the proposed equipment differs or fails to meet the criteria in the specifications, please attach a description of the equipment to the Bid Form, and how it fails to meet the Specifications**

Two (2) copies of your proposal, one (1) original and one (1) electronic copy on USB flash drive, must be submitted at the time of submission. Proposals must be in the following format:

Bid Form

Company overview

Length of time your firm has been in business

Length of time at current address

All licensing (List types and business license number(s)), certification and permits as required in the Scope of Work

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the City of Pawtucket assumes that the vendor will adhere to all terms and conditions listed in this RFP.

Submission of a proposal is acknowledgement and acceptance of the City of Pawtucket's Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

## 9.0 - Evaluation Criteria

The evaluation of proposals will be conducted in a time frame convenient to the City.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Supplier who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Further, the City reserves the right to waive irregularities it may deem minor in its consideration of proposals.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may elect to require presentations(s) by vendors in consideration for award.

Proposals will be evaluated in three (3) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.
2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

<u>Evaluation Criteria</u>	<u>Importance</u>
Delivery Time	30%
References/ Qualifications	20%
Price	50%

3. The third is a comparison of each proposal's weighted evaluation relative to the costs proposed.

In the event that the City requires further information and/or a demonstration of any equipment or process offered in any proposal, all vendors asked for same will do so at no cost to the City.

## **10.0 - Miscellaneous**

Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the City of Pawtucket against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The City is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the City is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.

The City of Pawtucket reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

The City of Pawtucket reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.

The City reserves the right to pay the selected Vendor via credit card at its sole discretion.

## 11.0 – Bid Form

### 24-017- Two (2) - Six (6) Wheel Dump Truck with Plow and Sander

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

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

(Include Name, Address and Telephone No.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and remittance address that will appear on invoices:

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

Physical address of business:

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

#### General Information

Is your firm a sole proprietorship doing business under a different name? \_\_\_\_ Yes  
\_\_\_\_ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

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

Is your firm incorporated? \_\_\_\_ Yes \_\_\_\_ No

Will any of the work spelled out in this bid be outsourced? \_\_\_\_ Yes \_\_\_\_ No

If so, please explain below:

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

Have you or your firm been subject to suspension, debarment or criminal conviction by the City of Pawtucket, the State of Rhode Island, or any other jurisdiction?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Have the City of Pawtucket and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Has your firm ever withdrawn from a contract with the City of Pawtucket and/or the State of Rhode Island during its performance?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Have you or your firm been involved in litigation against the City of Pawtucket and/or the State of Rhode Island.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the City of Pawtucket and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

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Is your company bonded? Yes \_\_\_\_ No \_\_\_\_

Please describe the nature and extent of all insurance coverage:

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Addenda

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

References

Please list at least four (4) companies with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Reference #1  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

Reference # 2  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

Reference # 3  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

Reference # 4  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

**Pricing Proposal**

**24-017**

Having examined RFP #24-017, Two (2) Six (6)-Wheel Dump Truck with Plow & Sander, we propose to enter into a contract to perform services per the bid specifications for the costs listed below:

The lump sum price for BOTH complete trucks:

Numeric

\$					,						.		
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Written

Base Vehicle: \_\_\_\_\_

Engine: \_\_\_\_\_

Transmission: \_\_\_\_\_

Body: \_\_\_\_\_

Cylinders: \_\_\_\_\_

Lead Time: \_\_\_\_\_ Days

	Number of Years	Number of Miles
General Warranty		
Powertrain Warranty		
Engine Warranty		
Extended Engine Warranty		

Below, please indicate if your proposed vehicle meets (Yes) the specifications, does not meet (No) the specifications, or if you propose substantially similar (Equivalent Proposed) equipment to meet these specifications.

<b>Truck Specifications:</b>			
<b>Price Level</b>	<b>Yes</b>	<b>No</b>	<b>Equivalent Proposed</b>
SD PRL-28D (EFF:MY25 ORDERS)			
<b>Data Version</b>		-	-
SPECPRO21 DATA RELEASE VER 014			
<b>Vehicle Configuration</b>		-	-
108SD CONVENTIONAL CHASSIS			
2025 MODEL YEAR SPECIFIED			
SET BACK AXLE - TRUCK			
TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560			
LH PRIMARY STEERING LOCATION			
<b>General Service</b>		-	-
TRUCK/TRAILER CONFIGURATION			
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			
CARB EMISSIONS CERTIFICATION NOT FOR INITIAL REGISTRATION IN CALIFORNIA AND CARB OPT-IN STATES -CARB CLEAN IDLE (6X4 INCH LABELS ON LOWER FORWARD DRIVER DOOR)			
UTILITY/REPAIR/MAINTENANCE SERVICE			
GOVERNMENT BUSINESS SEGMENT			
DIRT/SAND/ROCK COMMODITY			
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			
MAXIMUM 8% EXPECTED GRADE			
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			
FREIGHTLINER SD VOCATIONAL WARRANTY			
EXPECTED FRONT AXLE(S) LOAD: 18000.0 lbs			
EXPECTED REAR DRIVE AXLE(S) LOAD: 26000.0 lbs			
EXPECTED GROSS VEHICLE WEIGHT CAPACITY: 44000.0 lbs			
EXPECTED GROSS COMBINATION WEIGHT: 60000.0 lbs			
<b>Truck Service</b>		-	-
FRONT PLOW/END DUMP BODY			
EXPECTED TRUCK BODY LENGTH: 10FT			
VIKING SIVES, LTD			
<b>Tractor Service</b>		-	-
FLATBED TRAILER			
SINGLE (1) TRAILER			
<b>Engine</b>		-	-

CUM L9 330 HP @ 2200 RPM, 2200 GOV RPM, 1000 LB/FT @ 1200 RPM			
<b>Electronic Parameters</b>		-	-
65 MPH ROAD SPEED LIMIT			
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			
PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM			
ONE REMOTE PTO SPEED			
PTO SPEED 1 SETTING - 800 RPM			
PTO 1, DASH SWITCH, ENGAGE BEFORE DRIVING			
PTO MODE SPEED CONTROL ACTIVATION REQUEST FOR REMOTE ENGINE INTERFACE			
PTO MINIMUM RPM - 700			
REGEN INHIBIT SPEED THRESHOLD - 5 MPH			
<b>Engine Equipment</b>		-	-
EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION			
NO 2008 CARB EMISSION CERTIFICATION			
STANDARD OIL PAN			
OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY			
SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER AND INSIDE/OUTSIDE AIR WITH SNOW DOOR			
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES			
BATTERY BOX FRAME MOUNTED			
STANDARD BATTERY JUMPERS			
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			
NON-POLISHED BATTERY BOX COVER			
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT			
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS			
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			
ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM			
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF			
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE			

ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			
11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			
13 GALLON DIESEL EXHAUST FLUID TANK			
100 PERCENT DIESEL EXHAUST FLUID FILL			
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			
NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER			
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			
STANDARD DIESEL EXHAUST FLUID TANK CAP			
STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			
AIR POWERED ON/OFF ENGINE FAN CLUTCH			
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			
CUMMINS SPIN ON FUEL FILTER			
COMBINATION FULL FLOW/BYPASS OIL FILTER			
1115 SQUARE INCH ALUMINUM RADIATOR			
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			
RADIATOR DRAIN VALVE			
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER			
BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			
ELECTRIC GRID AIR INTAKE WARMER			
DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH			
<b>Transmission</b>		-	-
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION			
<b>Transmission Equipment</b>		-	-
ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			
ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			
PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			
PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			
SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			
PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			
2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY			
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			
DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS			
QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS			
ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			
CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			
TRANSMISSION PROGNOSTICS - ENABLED 2013			
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			
<b>Front Axle and Equipment</b>		-	-
MFS-18-133A 18,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE			
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			
NON-ASBESTOS FRONT BRAKE LINING			
CAST IRON OUTBOARD FRONT BRAKE DRUMS			
FRONT BRAKE DUST SHIELDS			
FRONT OIL SEALS			
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			
STANDARD SPINDLE NUTS FOR ALL AXLES			
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			

STANDARD KING PIN BUSHINGS			
TRW TAS-85 POWER STEERING			
POWER STEERING PUMP			
4 QUART POWER STEERING RESERVOIR			
CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			
<b>Front Suspension</b>		-	-
18,000# FLAT LEAF FRONT SUSPENSION			
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			
FRONT SHOCK ABSORBERS			
<b>Rear Axle and Equipment</b>		-	-
RS-26-185 26,000# T-SERIES SINGLE REAR AXLE			
6.14 REAR AXLE RATIO			
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES			
DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE			
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			
INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH			
MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES			
NON-ASBESTOS REAR BRAKE LINING			
BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)			
WEBB HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS			
REAR BRAKE DUST SHIELDS			
REAR OIL SEALS			
WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			
HALDEX AUTOMATIC REAR SLACK ADJUSTERS			
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			
STANDARD REAR AXLE BREATHER(S)			
<b>Rear Suspension</b>		-	-
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD			
SPRING SUSPENSION - NO AXLE SPACERS			
STANDARD AXLE SEATS IN AXLE CLAMP GROUP			
FORE/AFT CONTROL RODS			
<b>Pusher/Tag Equipment</b>		-	-
NO PUSHER/TAG BRAKE DUST SHIELDS			

<b>Brake System</b>		-	-
WABCO 4S/4M ABS W/TRACTION CONTROL			
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			
FIBER BRAID PARKING BRAKE HOSE			
STANDARD BRAKE SYSTEM VALVES			
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			
STD U.S. FRONT BRAKE VALVE			
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			
AIR DRYER MOUNTED OUTBOARD ON LH RAIL			
ALUMINUM AIR BRAKE RESERVOIRS			
PULL CABLE ON ALL AIR RESERVOIR(S)			
<b>Trailer Connections</b>		-	-
AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			
NO TRAILER AIR HOSE			
NO AIR HOSE HANGER			
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			
NO TRAILER ELECTRICAL CABLE			
<b>Wheelbase &amp; Frame</b>		-	-
4075MM (160 INCH) WHEELBASE			
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI			
1600MM (63 INCH) REAR FRAME OVERHANG			
FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			
24 INCH INTEGRAL FRONT FRAME EXTENSION			
CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 94.88 in			
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 91.88 in			
CALC'D FRAME LENGTH - OVERALL: 288.58 in			
CALCULATED FRAME SPACE LH SIDE: 19.31 in			
CALCULATED FRAME SPACE RH SIDE: 62.26 in			
TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT			
SQUARE END OF FRAME			
FRONT CLOSING CROSSMEMBER			

LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER			
STANDARD MIDSHIP #1 CROSSMEMBER(S)			
STANDARD REARMOST CROSSMEMBER			
STANDARD SUSPENSION CROSSMEMBER			
<b>Chassis Equipment</b>		-	-
14 INCH PAINTED STEEL BUMPER			
NO REAR MUDFLAPS			
NO MUDFLAP BRACKETS			
EXTERIOR HARNESS WRAPPED IN ABRASION TAPE			
FRONT TOW HOOKS - FRAME MOUNTED			
BUMPER MOUNTING FOR SINGLE LICENSE PLATE			
GRADE 8 THREADED HEX HEADED FRAME FASTENERS			
<b>Fifth Wheel</b>		-	-
NO FIFTH WHEEL			
<b>Fuel Tanks</b>		-	-
60 GALLON/227 LITER ALUMINUM FUEL TANK - LH			
25 INCH DIAMETER FUEL TANK(S)			
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS			
FUEL TANK(S) FORWARD			
PLAIN STEP FINISH			
CHROME FUEL TANK CAP(S)			
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER			
EQUIFLO INBOARD FUEL SYSTEM			
INSULATION FOR FUEL LINES			
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			
<b>Tires</b>		-	-
MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES			
MICHELIN XDN3 12R22.5 16 PLY RADIAL REAR TIRES			
<b>Hubs</b>		-	-
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			
CONMET PRESET PLUS PREMIUM IRON REAR HUBS			
<b>Wheels</b>		-	-
ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS			
ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS			
FRONT WHEEL MOUNTING NUTS			
REAR WHEEL MOUNTING NUTS			

<b>Cab Exterior</b>		-	-
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			
AIR CAB MOUNTING			
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			
SHORT FENDER WITH MUDFLAP			
LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT			
STATIONARY BLACK GRILLE			
BLACK HOOD MOUNTED AIR INTAKE GRILLE			
FIBERGLASS HOOD WITH ACCESS HATCHES			
TUNNEL/FIREWALL LINER			
SINGLE 14 INCH ROUND POLISHED AIR HORNS			
DUAL ELECTRIC HORNS			
SINGLE HORN SHIELDS			
REAR LICENSE PLATE MOUNT END OF FRAME			
WIRING AND SWITCH FOR CUSTOMERS FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER			
HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS			
LED AERODYNAMIC MARKER LIGHTS			
INTEGRAL STOP/TAIL/BACKUP LIGHTS			
STANDARD FRONT TURN SIGNAL LAMPS			
DAYTIME RUNNING LIGHTS			
DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE			
DOOR MOUNTED MIRRORS			
102 INCH EQUIPMENT WIDTH			
LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			
RH DOWN VIEW MIRROR			
STANDARD SIDE/REAR REFLECTORS			
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER			
63X14 INCH TINTED REAR WINDOW			
TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS			
RH AND LH ELECTRIC POWERED WINDOWS			
LOWER RH DOOR WINDOW WITH FRESNEL LENS			
1-PIECE SOLAR GREEN GLASS WINDSHIELD			
8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR			
<b>Cab Interior</b>		-	-
RUGGED TRIM+A260:A278 PACKAGE			

GRAY & CARNON VINYL INTERIOR "RUGGED"			
MOLDED PLASTIC DOOR PANEL			
MOLDED PLASTIC DOOR PANEL			
BLACK MATS WITH SINGLE INSULATION			
CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)			
FORWARD ROOF MOUNTED CONSOLE			
LH & RH KICKPLATES			
CENTER STORAGE CONSOLE MOUNTED ON BACKWALL			
(2) CUP HOLDERS LH AND RH DASH			
DIGITAL ALARM CLOCK IN DRIVER DISPLAY			
M2/SD DASH			
2-1/2 LB. FIRE EXTINGUISHER			
FIRST AID KIT			
HEATER, DEFROSTER AND AIR CONDITIONER			
STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE			
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			
STANDARD HEATER PLUMBING			
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			
BINARY CONTROL, R-134A			
PREMIUM INSULATION			
SOLID-STATE CIRCUIT PROTECTION AND FUSES			
12V NEGATIVE GROUND ELECTRICAL SYSTEM			
STANDARD LED CAB LIGHTING			
REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS			
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			
KEY QUANTITY OF 4			
LH AND RH ELECTRIC DOOR LOCKS			
(2) 12V DASH MOUNTED POWER OUTLETS			
TRIANGULAR REFLECTORS WITHOUT FLARES			
BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION			
BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT			
DUAL DRIVER SEAT ARMRESTS & INBOARD PASSENGER SEAT ARMREST			
LH AND RH INTEGRAL DOOR PANEL ARMRESTS			
BLACK VINYL DRIVER SEAT COVER			
BLACK VINYL PASSENGER SEAT COVER			
HIGH VISIBILITY ORANGE SEAT BELTS			
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS			

DRIVER AND PASSENGER INTERIOR SUN VISORS			
<b>Instruments &amp; Controls</b>		-	-
ELECTRONIC ACCELERATOR CONTROL			
NO INSTRUMENT PANEL-DRIVER			
FULLY CONFIGURABLE CENTER INSTRUMENT PANELS			
BRIGHT ARGENT FINISH GAUGE BEZELS			
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGES			
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			
ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			
97 DB BACKUP ALARM			
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL			
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			
2 INCH ELECTRIC FUEL GAUGE			
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			
QUICKFIT POWERTRAIN INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP			
QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP			
ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR			
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVERS MESSAGE CENTER			
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			
ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS			
ELECTRIC ENGINE OIL PRESSURE GAUGE			
NO OBSTACLE DETECTION SYSTEM			
NO DR ASSIST SYSTEM			
NO VEHICLE STABILITY ADVISOR OR CONTROL			
NO LANE DEPARTURE WARNING SYSTEM			
NO OVERHEAD INSTRUMENT PANEL			

AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939			
DASH MOUNTED RADIO			
(2) RADIO SPEAKERS IN CAB			
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF			
QUICKFIT PROGRAMMABLE INTERFACE MODULE			
NO CB RADIO MOUNTING PROVISION			
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			
STANDARD VEHICLE SPEED SENSOR			
ELECTRONIC 3000 RPM TACHOMETER			
IGNITION SWITCH CONTROLLED ENGINE STOP			
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS			
BW TRACTOR PROTECTION VALVE			
TRAILER HAND CONTROL BRAKE VALVE			
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES			
DETROIT CONNECT PLATFORM HARDWARE			
3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT			
TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL			
FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT			
HARDWARE SWITCH #1, ON/OFF MOMENTARY 20 AMPS IGNITION POWER			
HARDWARE SWITCH #2, ON/OFF MOMENTARY 20 AMPS IGNITION POWER			
HARDWARE SWITCH #3, ON/OFF MOMENTARY 20 AMPS IGNITION POWER			
HARDWARE SWITCH #4, ON/OFF MOMENTARY 20 AMPS IGNITION POWER			
PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES			
(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN			
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			
TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR			
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITENT			

INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			
NO WRG/SW-OPTL #2,CHAS,AIR			
<b>Design</b>		-	-
PAINT: ONE SOLID COLOR			
<b>Color</b>		-	-
CAB COLOR A: L0789EY OMAHA ORANGE ELITE EY			
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			
FRONT WHEEL PAINT: N1356EA GRAY ELITE SS			
REAR WHEEL PAINT: N1356EA GRAY ELITE SS			
STANDARD BLACK BUMPER PAINT			
STANDARD E COAT/UNDERCOATING			
<b>Certification / Compliance</b>		-	-
U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			
<b>Extended Warranty</b>		-	-
CUMMINS ENGINE CARB COMPLIANT L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES			
ALLISON 3500 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5 YEARS/UNLIMITED MILES FEX			
TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES			
SERVICE CENTER TO BE WITHIN 50 MILES OF THE CITY OF PAWTUCKET AND OPEN 24 HOURS			
DEALER TO BE WITHIN 50 MILES OF THE CITY OF PAWTUCKET			
FREIGHTLINER /WESTERN STAR ROADSIDE ASSISTANCE PROGRAM: BREAKDOWN SERVICE PROVIDED BY FLEETNET AMERICA			
<b>Dump Body/Plow/Sander Specifications</b>			
<b>Description - Dump Body</b>		-	-
11' Beau-Roc heavy duty mono-shell cross member-less Stainless Steel dump body model SSM1			
30" side height, 36" tailgate height, 30" cab shield			
HARDOX 450 steel floor			
7GA 201SS sides & front			
7GA 201SS six panel tailgate with air controlled latch and three coal doors			
Front telescopic lift cylinder model G4 100-4-2.5-3			
Electric load cover with tarp			
3/4" pintle plate with 25 ton swivel hook & air and electric brake controller			

Emergency lighting consisting of two cab shield mounted LED flashers on 45 degree, two rear body mounted LED flashers, two rear body mounted LED S/T/T, two body mounted back up lights			
2 grille mounted ION flashers			
LED spinner and load lights			
36" SS frame mounted toolbox, shovel holder, ladder, poly rear fenders, back up camera, body up alarm, body prop, reflective tape on sides and rear			
Completely installed and operational in natural SS finish			
<b>Sander/Spreader</b>		-	-
Swenson 10' Stainless Steel Dual Auger Spreader Model EVDA 10-82-56			
Top screens, tip up spinner assembly with poly disc, SS 12" spill shields installed front and rear of the spreader, Stainless Steel Light bar including ION flashers installed on the upper rear of the spreader, custom guards to protect the auger motors, Stainless Steel protective spinner guard, installed in the dump body including tie downs and Stainless Steel tailgate latch bar			
<b>Hydraulics For Sander And Plow</b>		-	-
Central hydraulic system consisting of a transmission driven PTO with a fixed displacement hydraulic pump-stack type valving to power plow/body and sander, Cirus easy spread electric sander control system, controls and cables, hoses and couplers, stainless steel lines to front and rear, side of frame mounted Stainless Steel hydraulic tank/valve enclosure, return filter, complete system installed and operational			
Viking custom low mount tilt over plow hitch, 4" x 10" DA lift cylinder, pin on quick couplers, fully installed and operational including hood mounted LED heated plow lights on SS brackets			
<b>Snowplow</b>		-	-
Viking 10' Power Angle Snowplow model PRR1042TE			
42" high steel trip edge moldboard, cylinder type reverse with cushion valve mounted on the truck, cable/drum lift, carbon steel cutting edge, moldboard shoes, wrap around curb shoes, parking leg jack, installed and operational			

**Bid Form Signature**

\_\_\_\_\_  
(Bidder Name – Please Print)

By: \_\_\_\_\_  
(Signature) (Print)

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

\*\*\*\*\* ***BID FORM MUST BE SIGNED*** \*\*\*\*\*



**ANTI-KICKBACK ACKNOWLEDGMENT**

**ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:**

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

\_\_\_\_\_  
SIGNATURE OF OFFEROR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

Title of RFP:

\_\_\_\_\_

# Appendix B

## CITY OF PAWTUCKET GENERAL TERMS AND CONDITIONS OF PURCHASE

### *Preamble*

The City of Pawtucket's Purchasing Office may, from time to time, make amendments to the General Terms and Conditions when the City of Pawtucket's Purchasing Agent determines that such amendments are in the best interest of the City of Pawtucket. Amendments shall be made available for public inspection at the Purchasing Office located in Pawtucket City Hall but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

### **CITY OF PAWTUCKET'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE**

All City of Pawtucket purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the City of Pawtucket purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Pawtucket City Charter, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. **GENERAL**

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the City of Pawtucket, or with whom a contract is executed by the City of Pawtucket's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. **ENTIRE AGREEMENT**

The City of Pawtucket's Purchase Order, or other City of Pawtucket contract endorsed by the City of Pawtucket Purchasing Office, shall constitute the entire and exclusive agreement between the City of Pawtucket and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

All communication between the City of Pawtucket and any contractor pertaining to any award or contract shall be accomplished in writing.

a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the City of Pawtucket Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City of Pawtucket. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the City of Pawtucket on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the City of Pawtucket to the contractors.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the City of Pawtucket unless submitted in writing and accepted by the City of Pawtucket Purchasing Agent. All orders and changes thereof must emanate from the City of Pawtucket Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the City of Pawtucket Purchasing Agent, and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the City of Pawtucket Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the City of Pawtucket in accordance with other provisions stated herein.
  - d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the City of Pawtucket Purchasing Agent.
  - e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the City of Pawtucket Purchasing Office, and expressly accepted.
  - f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the City of Pawtucket, and agrees that later discovery by the City of Pawtucket Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. **SUBCONTRACTS**

No subcontracts or collateral agreements shall be permitted, except with the City of Pawtucket's express written consent. Upon request, contractors must submit to the City of Pawtucket Purchasing Office a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. **RELATIONSHIP OF PARTIES**

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the City of Pawtucket, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the City of Pawtucket and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. **COSTS OF PREPARATION**

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The City of Pawtucket will not reimburse any offeror for such costs.

6. **SPECIFIED QUANTITY REQUIREMENT**

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- a. The City of Pawtucket reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.
- b. The City of Pawtucket shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the City of Pawtucket will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

- c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the City of Pawtucket, where determined by the City of Pawtucket Purchasing Agent to be in the City of Pawtucket's best interest.

7. **TERM AND RENEWAL**

Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the City of Pawtucket's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the City of Pawtucket's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the City of Pawtucket's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the City of Pawtucket's intent not to renew is served.

8. **DELIVERY/COMPLETION**

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the City of Pawtucket Purchasing Agent. The decision of the City of Pawtucket Purchasing Agent, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. **FOREIGN CORPORATIONS**

In accordance with Title 7 Chapter 1.1 ("Business Corporations") of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. **PRICING**

All pricing offered or extended to the City of Pawtucket is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the City of Pawtucket, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. **COLLUSION**

Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES**

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the City of Pawtucket for the purpose of obtaining any contract or award issued by the City of Pawtucket. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the City of Pawtucket, except as shall have been expressly communicated to the City of Pawtucket Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the City of Pawtucket of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. **AWARDS**

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the City of Pawtucket Purchasing Agent.

- a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the City of Pawtucket. The City of Pawtucket reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.
- b. The City of Pawtucket reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the City of Pawtucket may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the City of Pawtucket to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.
- c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the City of Pawtucket may, at the option of the City of Pawtucket, be
  - 1. rejected as being non-responsive, or
  - 2. set aside in favor of the City of Pawtucket's terms and conditions (with the consent of the bidder), or
  - 3. accepted, where the City of Pawtucket Purchasing Agent determines that such acceptance best serves the interests of the City of Pawtucket.
 Acceptance or rejection of alternate or counter-offers by the City of Pawtucket shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.
- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- f. The City of Pawtucket Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The City of Pawtucket Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the City of Pawtucket will be served by so doing.
- h. The City of Pawtucket Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the City of Pawtucket or State of Rhode Island, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The City of Pawtucket Purchasing Agent reserves the right to act in the City of Pawtucket's best interests regarding awards caused by clerical errors by the City of Pawtucket Purchasing Office.

14. **SUSPENSION AND DEBARMENT**

The City of Pawtucket Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or

directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the City of Pawtucket to a vendor or contractor then under a ruling of suspension or debarment by the City of Pawtucket shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the City of Pawtucket's Purchasing Agent.

15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the City of Pawtucket's Purchasing Office may be voluntarily made public by the City of Pawtucket absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The City of Pawtucket's Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- a. Any objections to specifications must be filed by a bidder, in writing, with the City of Pawtucket's Purchasing Agent at least 96 hours before the time of bid opening to enable the City of Pawtucket's Purchasing Office to properly investigate the objections.
- b. All standards are minimum standards except as otherwise provided for in the Request or Contract.
- c. Samples must be submitted to the City of Pawtucket's Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- d. All samples submitted are subject to test by any laboratory the City of Pawtucket's Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the City of Pawtucket. The City of Pawtucket reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the City of Pawtucket's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- a. Failure by the City of Pawtucket to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the City of Pawtucket's right to subsequently reject the goods in question.
- b. Formal or informal acceptance by the City of Pawtucket of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c. Where the contractor fails to promptly cure the defect or replace the goods, the City of Pawtucket reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

- d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the City of Pawtucket within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the City of Pawtucket shall have the right to dispose of them as its own property.

18. **PRODUCT WARRANTIES**

All product or service warranties normally offered by the contractor or bidder shall accrue to the City of Pawtucket's benefit, in addition to any special requirements which may be imposed by the City of Pawtucket. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the City of Pawtucket may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. **PAYMENT**

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

- a. Payment terms other than the foregoing may be rejected as being nonresponsive.
- b. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
- c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the City of Pawtucket Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the City of Pawtucket from taking such discount.
- d. Payments for used portion of inferior delivery or late delivery will be made by the City of Pawtucket on an adjusted price basis.
- e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the City of Pawtucket Purchasing Office for approval.

20. **THIRD PARTY PAYMENTS**

The City of Pawtucket recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the City of Pawtucket's Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. **SET-OFF AGAINST PAYMENTS**

Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. **CLAIMS**

Any claim against a contractor may be deducted by the City of Pawtucket from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the City of Pawtucket the amount of such claim on demand. Submission of a voucher and payment, thereof, by the City of Pawtucket shall not preclude the City of Pawtucket's Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

- a. The City of Pawtucket's Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the City of Pawtucket, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. **CERTIFICATION OF FUNDING**  
The Director of Finance shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.
24. **UNUSED BALANCES**  
Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the City of Pawtucket's sole option.
25. **MINORITY BUSINESS ENTERPRISES**  
Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the City of Pawtucket reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:
- a. the offer is fully responsive to the terms and conditions of the Request, and
  - b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
  - c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.
26. **PREVAILING WAGE REQUIREMENT**  
In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.
27. **EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION**  
Contractors of the City of Pawtucket are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.
28. **DRUG-FREE WORKPLACE REQUIREMENT**  
Contractors who do business with the City of Pawtucket and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.
29. **TAXES**  
The City of Pawtucket is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.
30. **INSURANCE**  
All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on City of Pawtucket premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:
- a. Comprehensive General Liability Insurance
    - 1) Bodily Injury \$500,000 each occurrence/ \$1,000,000 annual aggregate
    - 2) Property Damage \$500,000 each occurrence /\$500,000 annual aggregate

- Independent Contractors
- Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
- Completed Operations
- Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance
  - Combined Single Limit not less than \$150,000 each occurrence
  - Bodily Injury
  - Property Damage, and in addition non-owned and/or hired vehicles and equipment
- c. Workers' Compensation Insurance
  - As required by the General Laws of Rhode Island.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the City of Pawtucket as an additional insured, to the City of Pawtucket Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

31. **BID SURETY**

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. **PERFORMANCE AND LABOR AND PAYMENT BONDS**

A performance bond and labor and payment bond of up to 100% of an award may be required by the City of Pawtucket's Purchasing Agent. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are " Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

33. **SUSPENSION, DEFAULT AND TERMINATION**

a. Suspension of a Contract by the City of Pawtucket  
 The City of Pawtucket reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The City of Pawtucket shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the City of Pawtucket shall either:

- 1. cancel the suspension order;
- 2. extend the suspension order for a specified time period not to exceed thirty (30) days; or

3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the City of Pawtucket's Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the City of Pawtucket's Purchasing Agent within thirty (30) days after resuming work performance.

b. Termination of a Contract by the City of Pawtucket

1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the City of Pawtucket, the City of Pawtucket may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The City of Pawtucket shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as specified, the City of Pawtucket's Purchasing Agent reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the City of Pawtucket may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the City of Pawtucket as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the City of Pawtucket for the excess costs, but shall have no claim to the difference should the replacement cost be less.

2. Termination Without Cause

The City of Pawtucket may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the City of Pawtucket an accounting of the work performed up to the date of termination. The City of Pawtucket may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- a. contract prices for goods or services accepted under the contract;
- b. costs incurred in preparing to perform and performing the terminated portion of the contract; or
- c. any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

3. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the City of Pawtucket in the manner and to the extent directed by the City of Pawtucket:

- a. all finished or unfinished material prepared by the contractor; and
- b. all material, if any, provided to the contractor by the City of Pawtucket.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the City of Pawtucket for damages sustained because of any breach by the contractor. In such event, the City of Pawtucket may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the City of Pawtucket from the contractor has been determined by the City of Pawtucket Purchasing Agent. The City of Pawtucket may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The City of Pawtucket may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City of Pawtucket or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the City of Pawtucket Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

34. INDEMNITY

The contractor guarantees:

- a. To save the City of Pawtucket, its agents and employees, harmless from any liability imposed upon the City of Pawtucket arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City of Pawtucket and of the State of Rhode Island.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

35. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;
- b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the City of Pawtucket has an interest, and any and all materials provided to the contractor or subcontractor by the City of Pawtucket;

- c. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
- d. To store equipment, supplies, and material at the site only upon approval by the City of Pawtucket, and at his own risk;
- e. To perform all work so as to cause the least inconvenience to the City of Pawtucket, and with proper consideration for the rights of other contractors and workmen;
- f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work;
- g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any City of Pawtucket facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;
- h. The contractor shall ensure that its employees or agents are experienced and fully qualified to engage in the activities and services required under the contract;
- i. The contractor shall ensure that at all times while services are being performed under this contract at least one of its employees or agents on the premises has a good command of the English language and can effectively communicate with the City of Pawtucket and its staff;
- j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;
- k. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and
- l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the City of Pawtucket to a third party. Confidential information means:
  - (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or
  - (2) any information about the City of Pawtucket gained during the performance of a contract that is not already lawfully in the public domain.

36. **FORCE MAJEURE**

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.