



## **CITY OF BERKLEY, MICHIGAN USED REAR LOADER TRUCK PURCHASE REQUEST FOR PROPOSAL**

The City is accepting bids for the purchase of a used rear loader refuse truck from a qualified vendor. Official bids must be submitted electronically via BidNet/Michigan Inter-governmental Trade Network (MITN). Hard copy bids will not be accepted by the City. To register, go to the BidNet website: [www.bidnetdirect.com](http://www.bidnetdirect.com). Responses are due by 3 PM on October 9, 2019.

Bid specifications may be downloaded from BidNet/MITN or the City's website at [www.berkleymich.org](http://www.berkleymich.org).

No Bidder may withdraw a proposal between the date set for the opening thereof and forty-five (45) calendar days after the bid opening.

NOTE: The City of Berkley reserves the right to reject any and all proposals received as a result of this request for proposal. The City reserves the right to re-bid this service if deemed necessary. The right is further reserved to accept a bid higher than the low bid, when in the opinion of the City, the public interest will be better served.

The City of Berkley does not discriminate in its employment or any other programs or activities based on sex, race, color, age, height, weight, marital status, national origin, religion, arrest record, or disability.

Matthew Baumgarten  
City Manager  
Berkley, Michigan 48072



# CITY OF BERKLEY, MICHIGAN USED REAR LOADER TRUCK PURCHASE REQUEST FOR PROPOSAL

## **INTRODUCTION**

The City is accepting bids for the purchase of a used rear loader refuse truck from a qualified vendor. Sealed bids must be submitted electronically via BidNet/Michigan Inter-governmental Trade Network (MITN). Responses are due by 3 PM on October 9, 2019. To register, go to the BidNet website: [www.bidnetdirect.com](http://www.bidnetdirect.com).

Bid specifications may be downloaded from BidNet/MITN or the City's website at [www.berkleymich.org](http://www.berkleymich.org).

Each Bidder is responsible for fully acquainting themselves with the RFP specifications. For transparency purposes, no oral interpretations will be given to any Bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based upon such inquiry, the City of Berkley may choose to issue an Addendum.

Failure or omission of any Bidder to examine any form, instrument, or other document, shall in no way relieve them from any obligation with respect to their bid or to the contract, or entitle them to additional compensation.

Questions regarding this bid should be directed to Derrick Schueller, Director of Public Works, at [dschueller@berkleymich.net](mailto:dschueller@berkleymich.net). No phone call responses to questions will be provided.

## **SPECIFICATIONS**

Proposals will be considered from all vendors offering products substantially meeting the minimum specifications below. The City is prepared to review the submitted documentation and make an award in the best interest of the City, considering all components (e.g. price, features, safety, warranty, trade-in allowance, service experience/location and delivery timeframe). Each vendor has the ability to submit up to three (3) different options that meet the general specifications below:

1. 2017-2019 (used) rear loader refuse truck in full operating condition
2. 25 yard capacity
3. Cart tipper for toters
4. Reeving winch (preferred)
5. Tandem axle
6. Allison automatic transmission
7. Cummins engine with minimum 300 HP
8. A qualified technician shall provide complete training to City personnel at the Public Works facility. Training shall include operation, safety, maintenance and service.
9. All parts, maintenance and service manuals must be included for all components.

The vendor shall submit, with the bid documents, a detailed listing of the vehicle specifications that meet the minimum requirements above. This shall include all options.

## **PRE-AWARD INSPECTION**

Prior to award, City may arrange for an on-site vehicle inspection and test drive.

## **DELIVERY**

The awarded vendor shall deliver the vehicle (FOB) to 3238 Bacon Avenue, Berkley, Michigan within two (2) weeks of the written Notice of Award. Delivery hours are Monday through Friday from 8 AM to 3 PM.

Any delivery, fuel or freight charges shall be included in the submitted bid price.

## **CONFORMITY TO SPECIFICATIONS**

Proposals must be made in full conformity to all conditions as set forth in the specifications.

## **RIGHT TO ACCEPT, REJECT AND WAIVE DEFECTS**

The City reserves the right to accept any proposal, to reject any and all proposals, and to waive any defect or irregularity in any proposal if it is deemed to be advantageous to the City to do so.

In particular, any alteration, erasure, or interlineation in the specifications which are made a part, specifically of the instructions or of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal and referred to therein.

No bid proposal will be accepted by the City of Berkley, with any product substitutions, unless a full explanation of those substitutions have been submitted to the City of Berkley, for the City's review and approval.

## **LEGAL CONDITIONS**

The Bidder agrees to abide by all Federal, State, County and Local laws and regulations.

## **PROPOSAL CONTENT REQUIREMENTS**

The following information and forms must be contained in the RFP response:

1. The Authorized Representative (or the primary contact person) must be clearly identified for business purposes. The name, title, mailing address, phone number and email address for this individual must be provided.
2. Signature of the employee or agent authorized to bind the company contractually.
3. A list of at least three (3) references including the name, address and phone number of the primary contact person.
4. A completed Non-collusive Affidavit (attached).

5. A completed Hold Harmless and Indemnity Form (attached).
6. A final, unit price bid using the Basis of Award forms (attached).
7. Disclose all existing and potential conflicts of interest you may have with the City, its elected officials, employees or other representatives using the attached Conflict of Interest Form.
8. A certification that the Bidder is not an Iran linked business as defined in the Iran Economic Sanctions Act, 2012 PA 517.

## **EXTRAS**

Except as otherwise herein provided, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the City and the price stated in such order.

## **COMPLIANCE WITH REGULATIONS**

The Bidder shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

## **NON-DISCRIMINATION**

The Bidder shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Bidder shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Bidder covers a program set forth in Appendix B of the Regulations.

## **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT**

In all solicitations either by competitive bidding or negotiation made by the Bidder for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Bidder of his or hers obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

## **INFORMATION AND REPORTS**

The Bidder shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Berkley to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Bidder is in the exclusive possession of another who fails or refuses to furnish this information, the Bidder shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

## **SANCTIONS FOR NON-COMPLIANCE**

In the event of the Bidders non-compliance with the non-discrimination provisions of this contract, the City of Berkley shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments under the contract until the Bidder complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

## **INCORPORATION OF PROVISIONS**

The Bidder shall include the provisions outlined above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Bidder shall take such action with respect to any subcontract or procurement as the City of Berkley may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Bidder may request the City of Berkley to enter into such litigation to protect the interests of the City, and, in addition, the Bidder may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.



# CITY OF BERKLEY, MICHIGAN USED REAR LOADER TRUCK PURCHASE BASIS OF AWARD

## CONTACT INFORMATION AND QUALIFICATIONS

Company Name: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Representative's Name: \_\_\_\_\_  
Representative's Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Type of Organization:      Individual      Partnership      Corporation      Other

Date Organization Established: \_\_\_\_\_

Number of Years' Experience Selling and Servicing Make: \_\_\_\_\_

Current Full Time Employees: \_\_\_\_\_ Current Part Time Employees: \_\_\_\_\_

Briefly Describe your Customer Service Philosophy: \_\_\_\_\_

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

Any Exceptions, Substitutions, Deviations, etc. from these Specifications must be stated below: \_

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



## CITY OF BERKLEY, MICHIGAN USED REAR LOADER TRUCK PURCHASE BASIS OF AWARD

### PRICING

Option #1-One (1) Used Rear Loader Truck:

Year: \_\_\_\_\_ Make: \_\_\_\_\_  
Model: \_\_\_\_\_ Miles: \_\_\_\_\_ Hours: \_\_\_\_\_  
Chassis: \_\_\_\_\_ Engine Type, HP & Tier: \_\_\_\_\_  
VIN #: \_\_\_\_\_  
Transferable Warranty on Body and/or Powertrain: YES NO Details: \_\_\_\_\_

Total Price: \$ \_\_\_\_\_ Detailed Specifications Attached: YES NO

Extended Powertrain Warranty Offered? (Parts, Labor & Transportation): YES NO  
Additional Cost: \$ \_\_\_\_\_  
Additional Term and/or Miles: \_\_\_\_\_

Current Location of Truck: \_\_\_\_\_

Delivery Time Commitment After Written Authorization: \_\_\_\_\_

Option #2-One (1) Used Rear Loader Truck:

Year: \_\_\_\_\_ Make: \_\_\_\_\_  
Model: \_\_\_\_\_ Miles: \_\_\_\_\_ Hours: \_\_\_\_\_  
Chassis: \_\_\_\_\_ Engine Type, HP & Tier: \_\_\_\_\_  
VIN #: \_\_\_\_\_  
Transferable Warranty on Body and/or Powertrain: YES NO Details: \_\_\_\_\_

Total Price: \$ \_\_\_\_\_ Detailed Specifications Attached: YES NO

Extended Powertrain Warranty Offered? (Parts, Labor & Transportation): YES NO  
Additional Cost: \$ \_\_\_\_\_  
Additional Term and/or Miles: \_\_\_\_\_

Current Location of Truck: \_\_\_\_\_

Delivery Time Commitment After Written Authorization: \_\_\_\_\_



## CITY OF BERKLEY, MICHIGAN USED REAR LOADER TRUCK PURCHASE BASIS OF AWARD

### PRICING (CONT.)

Option #3-One (1) Used Rear Loader Truck:

Year: \_\_\_\_\_ Make: \_\_\_\_\_  
Model: \_\_\_\_\_ Miles: \_\_\_\_\_ Hours: \_\_\_\_\_  
Chassis: \_\_\_\_\_ Engine Type, HP & Tier: \_\_\_\_\_  
VIN #: \_\_\_\_\_  
Transferable Warranty on Body and/or Powertrain: YES NO Details: \_\_\_\_\_

Total Price: \$ \_\_\_\_\_ Detailed Specifications Attached: YES NO

Extended Powertrain Warranty Offered? (Parts, Labor & Transportation): YES NO  
Additional Cost: \$ \_\_\_\_\_  
Additional Term and/or Miles: \_\_\_\_\_

Current Location of Truck: \_\_\_\_\_

Delivery Time Commitment After Written Authorization: \_\_\_\_\_

Does your company accept "AS-IS" trade-in products? YES NO

If the answer is yes, will you apply the trade-in value to the purchase of the used rear loader? YES NO

Trade-In Unit: 1989 GMC 25 YD Rear Loader Leach Body Tandem Axle  
3208 CAT Engine and Allison Transmission

VIN #: 1GDS7D4Y5KV511331

Approximate Miles: 77,000

Optional Trade-In Allowance: \$ \_\_\_\_\_





## CITY OF BERKLEY, MICHIGAN USED REAR LOADER TRUCK PURCHASE BASIS OF AWARD

### **REFERENCES**

Please provide current contact information for three (3) references. Failure to provide qualified references may be grounds for disqualification of the bid.

NAME:	_____
ADDRESS:	_____
TELEPHONE:	_____
CONTACT PERSON:	_____
AWARD DATE:	_____
VEHICLE:	_____

NAME:	_____
ADDRESS:	_____
TELEPHONE:	_____
CONTACT PERSON:	_____
AWARD DATE:	_____
VEHICLE:	_____

NAME:	_____
ADDRESS:	_____
TELEPHONE:	_____
CONTACT PERSON:	_____
AWARD DATE:	_____
VEHICLE:	_____



# CITY OF BERKLEY, MICHIGAN USED REAR LOADER TRUCK PURCHASE NONCOLLUSIVE AFFIDAVIT

THIS AFFIDAVIT SHALL BE SUBMITTED WITH AND MADE A PART OF EACH AND EVERY BID PROPOSAL TO THE CITY OF BERKLEY, MICHIGAN

State Of Michigan  
County of Oakland

\_\_\_\_\_, Being Duly Sworn

Deposes and says that:

1. The bid has been arrived at by the Vendor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other Vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned is duly authorized to execute this affidavit on behalf of the Vendor.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
a notary public in and for said County.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Area Code & Phone Number

*City of Berkley employees cannot notarize this document.*



## CITY OF BERKLEY, MICHIGAN USED REAR LOADER TRUCK PURCHASE CONFLICT OF INTEREST DISCLOSURE FORM

<b>Name:</b>	<b>Title:</b>
<b>Company:</b>	<b>Address:</b>

Please describe any relationships, transactions, positions you hold (as owner, director or volunteer of a for profit or nonprofit organization) or other circumstances you believe could contribute to an actual or perceived conflict of interest between the City of Berkley and your personal interest. (Use additional paper if necessary.)

\_\_\_\_\_ I have the following conflict of interest to report.

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\_\_\_\_\_ I have the following potential conflict of interest to report.

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\_\_\_\_\_ I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.

Signature: \_\_\_\_\_

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



# CITY OF BERKLEY, MICHIGAN USED REAR LOADER TRUCK PURCHASE HOLD HARMLESS AND INDEMNITY FORM

## **PURPOSE:**

To the fullest extent permitted by law, the Vendor expressly agrees to indemnify and hold harmless the City of Berkley (City), Its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Vendor or anyone acting on its behalf in connection with or incident to this agreement.

The Vendor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Vendor shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The Vendor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

## **PLEASE PRINT:**

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

**AUTHORIZED  
REPRESENTATIVE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

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

**PHONE:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## **CITY OF BERKLEY, MICHIGAN USED REAR LOADER TRUCK PURCHASE IRAN BUSINESS RELATIONSHIP AFFIDAVIT**

All bids, proposals and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and submitted with the other required documents included in the request for proposal:

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, the respondent certifies, under civil penalty for false certification, that it is not an "Iran linked business," as that term is defined in the Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date