

LEGAL NOTICE TO BIDDERS

Sealed bids will be received at the office of the City Manager of Red Bank, City Hall, 3117 Dayton Boulevard, Red Bank, TN 37415 no later than 2:00 P.M. on Tuesday, June 28, 2016 for furnishing the City of Red Bank with the following:

FOR THE DIVISION OF: **Public Works Department**

FOR THE PURCHASE OF: **One (1) new, 2016 or newer Truck with Bucket Body mounted to truck**

(Reference: # 16-0601)

THE CITY OF RED BANK ENCOURAGES THE PARTICIPATION OF SMALL AND MINORITY BUSINESSES IN THE PURCHASING PROCESS.

Award of contracts will be made on the basis of the lowest and best bid as determined by the City of Red Bank. Any protest of award must be filed in writing with the Purchasing Agent within five (5) days of the award announcement.

By Order of the Mayor of the City of Red Bank, Tennessee.

John Roberts
MAYOR

Randall G. Smith
CITY MANAGER

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Press

INSTRUCTIONS TO BIDDERS

No objections with regard to the application, meaning, or interpretation of these specifications will be considered after the opening of the subject bids. Unsigned bids will be considered nonconforming. Bids containing terms and conditions other than those contained herein, may be considered nonconforming.

Bidders will submit their proposal in a sealed envelope INDICATING ON THE OUTSIDE: THE COMPANY NAME AND THE ABOVE REFERENCE #. Any firm receiving a mailed bid on the above subject and not bidding will be electronically removed from the mailing list used for the above referenced subject after three consecutive non-responses or no bids.

Upon opening, all bids and attendant documents become a matter of public record.

NO BID / PERFORMANCE BOND REQUIRED.

Vendors must comply with all applicable licensing requirements.

In accordance with Title VI it is the policy of the City of Red Bank to provide equal employment opportunities and to provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age, disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the City Manager at (423) 877-1103 at 3117 Dayton Blvd., Red Bank, Tennessee 37415. Requests for accommodation of a disability should be directed to the City Manager at (423) 877-1103 or at 3117 Dayton Blvd., Red Bank, Tennessee 37415. With regard to all aspects of this contract, the Vendor certifies and warrants it will comply with this policy.

The City of Red Bank reserves the right to waive any informality or to accept or reject any and all bids, and to accept the bid, which in the opinion of the City Commission, is in the best interest of the City of Red Bank. The City of Red Bank reserves the right to reject any and all bids and to waive any informality in bidding.

For additional information, contact: Public Works Director Tim Thornbury (423) 877-1103 ext. 1021.

Gentlemen:

_____, 20_____

(I/We) do hereby declare that (I am/we are) the only person, firm or corporation interested in this proposal, and that no other person, firm or corporation than the one herein named has any interest herein or in the contract proposed to be taken; that it is made without any connection with any person, firm or corporation making proposal for the same work, and that it is in all respects fair as to each item bid upon and as to the proposal as a whole and without collusion or fraud: also that no officer or employee of the City of Red Bank, who is by law excluded from participating therein, is directly or indirectly interested herein, or in the furnishing of the supplies, or doing the work to which it relates, or in furnishing surety, or in any portion of the profits thereof;

With the understanding that any contract resulting from the bids taken herein shall be governed, construed and enforced according to the laws of the State of Tennessee. All actions whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this contract shall be instituted and litigated in the courts of the State of Tennessee located in Hamilton County, Tennessee, and in no other. In accordance herewith the parties to this proposal submit to the jurisdiction of the courts of the State of Tennessee, located in Hamilton County, Tennessee;

And do further declare that (I/We) have carefully examined the annexed specifications, and hereby propose to furnish the following items, and/or do the following work for the sum hereinafter set forth, VIZ:

GENERAL CONDITIONS:

1. The bidder is required to list all exceptions, deviations or variations to the specifications set forth and it should be done in a clear, logical fashion on a sheet designated by the bidder as such. Brochures, standard catalog sheets or technical data should accompany each proposal, but may not be considered a notice of exceptions, deviations, or variations to these specifications.
2. BRAND or TRADE NAMES are given as a “quality reference” to aid bidders in offering the right quality for this proposal, except where said quality reference is followed by the word “only”, any quotation will be considered if, in the opinion of the City, the products are equal to those specified.
3. “DEL DAYS ARO” shall mean the number of consecutive calendar days after receipt of a fully executed contract; delivered F.O.B. to 1801 Pinebreeze Road, Red Bank, Tennessee. At the time the equipment is delivered, the successful bidder shall furnish: Certificate or Origin, original Bill of Sale, four copies of Bill of Sale, an extra set of ignition keys, and the warranty.
4. The City reserves the right to increase or decrease order by one.
5. Successful bidder does not have to be located within a 50 mile radius of Hamilton County, Tennessee but must have local parts and service availability, including a service center equipped with factory trained mechanics and a sufficient parts inventory within a 50 mile radius of Hamilton County, Tennessee, a copy of which will be furnished to the City upon request.
6. Unit(s) shall possess all equipment listed by the manufacturer as “standard” for that model unless otherwise specified below.
7. A full copy of the warrant(y)(ies) covering the proposed unit(s), should accompany this proposal. Warranty start date will be the date the piece of equipment is delivered, not the invoice date.
8. A full copy of the warrant(y)(ies) covering any attached equipment as stated on bid specifications should accompany the proposal.
9. The unit(s) to be delivered to, 1801 Pinebreeze Road, Red Bank, Tennessee 37415. Delivery time is Monday – Friday, 8:30 a.m. – 2:30 p.m.
10. Invoices are to be delivered at the same time that the piece of equipment is delivered. Paperwork should be made out to: City of Red Bank, 3117 Dayton Boulevard, Red Bank, TN 37415.
11. All equipment will be delivered fully operational and ready for service.

AUDIT CLAUSE

“The City reserves the right to audit the records of the “(contractor name).” The Contractor shall make and keep as the same accrue, full and complete records and books as accounts of revenue and income, and costs and expenses that specifically relate to performance under this contract. Records and books of accounts, together with any or all other memoranda pertaining thereto that may be kept, maintained or possessed by the Contractor, shall be open to examination during regular business hours by the City or its representatives for the purpose of inspecting, auditing, verifying or copying the same or making extracts therefrom. The Contractor shall make and keep said records and books of accounts in accordance with generally accepted accounting principles.”

BID SECTION:

As per attached specifications, the bid for the Truck with 40' mounted bucket is as follows:

Purchase Price: _____ (each) Total Price: _____

Delivery: _____ days A.R.O.

For either of the two following numbered reasons (I,we) herewith declare that (I/we) will forfeit any claim to any contract resulting from the bid stated herein:

(AND, IF A BID BOND IS REQUIRED IN ORDER TO COMPLY WITH THE ENCLOSED "LEGAL NOTICE TO BIDDERS")

(I/we) will forfeit as liquidated damages to the City of Red Bank (my/our) bidder's bond, or certified or cashier's check on a solvent bank in the sum of

_____ N/A _____ (\$ _____)

DOLLARS:

- 1) If the contract is not signed and returned to the City WITHIN TEN (10) DAYS AFTER RECEIPT OF SAME, or:
- 2) If a performance bond is required – failure to enter into a contract with a good and solvent bond in a surety company doing business in the State of Tennessee acceptable to the City of Red Bank in an amount equal to the gross amount of said contract (or for an amount as specified) and to be made and contract signed and required to the City WITHIN TEN (10) DAYS AFTER RECEIPT OF SAME.

The full name and residence of all persons interested in the foregoing as principals are as follows: (if out of state company, please list Tennessee office address.)

BUSINESS NAME AND ADDRESS OF BIDDER:

If Bidder is an INDIVIDUAL, fill out the following:

_____ (NAME AND CONTACT INFORMATION OF OWNER)

If Bidder is a PARTNERSHIP, fill out the following:

PARTNER NAME: _____ ADDRESS: _____

If Bidder is a CORPORATION, fill out the following:

NAME OF CORPORATION PRESIDENT: _____

NAME OF CORPORATION SECRETARY: _____

NAME OF COMPANY: _____

SIGNATURE OF BIDDER: _____

TITLE: _____

PHONE NUMBER: _____

Minimum Specifications: 2016 or newer truck with 40' Bucket Body mounted to truck.

NOTE: Please indicate that you meet or exceed the minimum specifications by placing check mark out from each item listed on all pages.

POWERTRAIN:

- 6.7L or equivalent Diesel V8 Engine
- 200 amp HD alternator
- 750 amp 78 amp hours HD battery
- 6-speed electronic automatic transmission with overdrive
- 4.88 LTD slip axle ratio
- Dual rear wheel drive
- Stainless steel exhaust
- Power take off provision

STEERING AND SUSPENSION:

- Hydraulic power-assist re-circulating ball steering
- 4 wheel disc brakes with front and rear vented discs
- Firm ride suspension
- Mono-beam non- independent front suspension
- Front anti-roll bar
- Front coil springs
- HD front shocks
- Rigid rear axle
- Rear leaf suspensions
- Rear anti-roll bar
- HD rear leaf springs with heavy duty rear shocks
- Front and rear 19.5.0 x 6.0 steel wheels
- LT225/70SR19.5 SSW AS front and rear tires

SAFETY

- 4-wheel anti-lock braking system
- Dual airbags with passenger side front-impact cancellable airbag
- Front height adjustable seatbelts

COMFORT AND CONVENIENCE:

- Air conditioning
- AM/FM stereo radio, clock, seek-scan, 2 speakers, fixed antenna
- (2) 12 V DC power outlets
- Analog instrumentation display includes, tachometer, oil pressure gauge, engine temperature gauge, turbo/supercharger boost gauge, transmission fluid temp gauge, and engine hour meter.

SEATING AND INTERIOR:

- Bench front seat with head restraints
- Seating capacity of 3 40-20-40 split
- Vinyl seats-cloth headliner
- Full vinyl/rubber floor covering

EXTERIOR FEATURES:

- White in color with clear coat paint
- Side impact bars
- Front license plate bracket
- Fully galvanized steel body material
- Driver and passenger manual outside mirrors with convex spotter
- Front bumper with front tow hooks
- Sealed beam halogen headlamps
- Additional exterior lights include cab clearance lights

ADDITIONAL:

- (4) Factory installed up fitter switches dash mounted
- GVWR 19,500 Lbs payload package
- 50 State emissions
- 40 gal fuel tank
- Wheel base 165
- Cab to axle 84
- Axle to end of frame 47.6
- Front axle 7000 lbs
- Rear axle 13600 lbs
- Front tire/wheel capacity 7500 lbs
- Rear tire/wheel capacity 15000 lbs
- Turning radius 28.1

WARRANTY:

- Basic 36 months/36000 miles
- Powertrain 60 month/60,000 miles

MISCELLANEOUS:

- Daytime running lights
- OCR operator commanded regeneration
- Must have Service Department within 50 miles of the City of Red Bank.
- 4 Amber grill lights installed and to flash in X pattern

40' Aerial Device

- This device shall be to the manufacturer's standard. It shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.
- Telescopic articulating aerial device.

ELECTROGARD BOOM:

- The inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted.
- Hydraulic platform leveling system.
- Hydraulic tool circuit at the platform.
- Emergency lowering valve at the platform.
- Single handle control at the platform with a safety interlock system.
- Two (2) operators and maintenance/parts manuals.
- Working height: 45 ft. based on 40" frame height
- Side reach: 27' 9"
- Full-pressure, full-flow hydraulic controls
- Continuous rotation
- Post style pedestal mounting

- ___ Reservoir, integral to pedestal, 12 Gallon; Includes Sight Gauge.
- ___ Single One-Man. End-Mounted Platform. With 180 Degree Rotator, 24 X 30 X 42 inches.
- ___ Platform Leveling At Upper and Lower Controls
- ___ Two (2) Platform Steps
- ___ Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform
- ___ Platform liner for a 24 x 30 x 42 inch platform
- ___ 4-Function Single Handle Insulated Controller
- ___ Engine Start/Stop. With Secondary Stowage System
- ___ Manual lowering valve located at the boom tip. For use in emergency situations to allow the operator to lower the boom to the ground
- ___ Urethane white
- ___ Unit & Hydraulic Acc.
- ___ Hydraulic Oil
- ___ Standard Pump for PTO
- ___ Hot shift PTO for automatic transmission
- ___ 132 Inch Small Aerial Body for an 84 Inch CA Chassis with 38 Inch Long
- ___ Side Access tail shelf to meet the Following Specifications:
- ___ Basic body fabricated from A40 grade Galvanized steel
- ___ All doors are full, double paneled, self-sealed with built-in drainage.
- ___ Stainless steel hinge rods extend full length of door.
- ___ Door hinges are stainless steel spot welded
- ___ All doors Corrosion resistant, paddle activated, rotary latches that close easily and stay closed. Latches have zinc die cast handles with a brushed chrome finish two-stage; include keyed locks and adjustable strikers.
- ___ Heavy-gauge welded steel frame construction with tread plate floor.
- ___ All edges are either rolled or folded for strength and safety
- ___ Door header drip rail at top for maximum weather protection.
- ___ Neoprene or rolled fenders on wheel fender panels.
- ___ Steel treated for improved primer bond and rust resistance.
- ___ Automotive underseal applied to body.
- ___ Automotive type non-porous door seals fastened to the door facing.
- ___ Nominal 132 Inch Body Length
- ___ 0 Inch Body Height (Standard)
- ___ 94 Inch Body Width (Standard)
- ___ 20 Inch Body Compartment Depth (Standard)
- ___ Body Color - White (Standard)
- ___ 6 Inch tall wood tailboard installed at the rear of body cargo area
- ___ Master Body Locking System (Standard)
- ___ Hot stick shelf extending full length of body on curbside with Drop-Down Hot Stick Door at rear
- ___ Two (2) Hot Stick Brackets
- ___ 1st and 2nd Vertical Street Side (LH) - Two (2) Adjustable Shelf with Removable Dividers on 4" Centers
- ___ 1st Horizontal Street Side (LH) - One (1) Fixed Shelf with removable dividers on 4 Inch Centers
- ___ Rear Vertical Street Side (LH) - Six (6) Adjustable Locking Swive/ Hooks
- ___ 1st Vertical Curb Side (RH) - Seven (7) Adjustable Locking Swivel Hooks,
- ___ Louvered Panel Installed in Cargo Wall
- ___ 2nd Vertical Curb Side (RH) - Two (2) Adjustable Shelf with Removable Dividers on 4" Centers
- ___ 1st Horizontal Curb Side (RH) - Vacant

___ Rear Vertical Curb Side (RH) - Two (2) Adjustable Shelf with Removable Dividers on 4" Centers

___ 38" Tail shelf with Integrated Side Access Steps, Two Wheel Chock Holders, and Smooth Galvanized Floor Installed at Rear of Body

Body and Chassis Accessories

___ ICC Underride Protection

___ Combination 2 Ball (16,000 LB MGTW) and pintle Hitch (16,000 LB MGTW)

___ Set of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.

___ Dual Torsion bars for stability in lieu of H frame outriggers.

___ Appropriate counterweight added for stability

___ Platform Rest, Rigid with Rubber Tube

___ Boom Rest for a Telescopic Unit

___ Mud Flaps

___ Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" LX 7.75" W X 5.00" H (Pair)

___ Slope Indicator Assembly

___ Safety Harness and lanyard

___ 5 LB Fire Extinguisher with Light Duty Bracket, Installed (In Cab or Inside Compartment Only)

___ Triangular Reflector Kit

___ Vinyl manual pouch for storage of all operator and parts manuals

Electrical Accessories

___ Lights and reflectors in accordance with FMVSS #108 lighting package. (All LED, including backup lights)

___ Amber LED Strobe Light with Brush Guard Post Mounted on Street side

___ Front Compartment Top

___ Single tone back up alarm installed between the chassis frame rails at the rear of the chassis to work in conjunction with chassis reverse drive system

___ Dash Panel rocker switches supplied with chassis fitting package from Start / Stop / Throttle Module, 12 Volt System

___ Install secondary stowage system.

___ Indicator Light Installed In Cab

Finishing Details

___ Unit Finished with Standard White Urethane

___ Finish Paint Body Accessories White

___ Apply Non-Skid Coating to all walking surfaces

___ English Safety and Instructional Decals

___ Vehicle Height Placard - Installed In cab

___ Placard, Hydraulic Oil

___ Dielectric test unit according to ANSI requirements.

___ Stability test unit according to ANSI requirements. Installed with Dual torsion bars for stability in lieu of H-Frame Outriggers.