

Regional Water Resource Agency

Request for Proposal

Bid Name	New Tandem Axle Dump Truck
Bid Number	2021-12
Bid Opening Date and Time	Tuesday, October 6, 2020 at 2pm local prevailing time
Bid Type	Public Opening- Open and Read Aloud

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit a bid for the item(s) specified within.

All Bidders are responsible for reading and complying with the attached specifications.

The Bidder certifies that all exceptions and conflicts to these contract documents have been detailed on the "Bidder's Exceptions, Conflicts and Clarifications" on page 3 of this document.

Pages contained within this bid package shall not be electronically altered. Failure to comply with these instructions may result in the rejection of the Bidder's proposal.

BIDDER'S INFORMATION:

Company's Legal Name: _____

Address: _____

City, State & Zip Code: _____

Telephone Number: _____

Fax Number: _____

Authorized Email Address: _____

Authorized Signature: _____

Printed Name: _____

Bidder's Exceptions, Conflicts and Clarifications

If there are no exceptions taken, please CHECK and INITIAL the line below.

NO EXCEPTIONS: _____

If exceptions are taken to the bid, please complete the following page, identifying each exception.

The Bidder certifies that he agrees to all provisions of the bid documents, unless exceptions are specifically and clearly listed on the attached pages of this document and identified as exceptions.

Exceptions to the bid specifications should be noted by number on the appropriate specification sheet and those exceptions are to be explained in the attached pages.

Any and all exceptions to the bid proposal must be spelled out in writing on the attached pages; this includes any exception in the Bidder's "Terms and Conditions". The Bidder's printed "Terms and Conditions" are not considered specific exceptions.

Exceptions NOT listed on the attached RWRA Document will not be taken into consideration; this includes the Bidder's attachments, documents, and/or terms and conditions.

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the attached RWRA document.

Copies can be made of the RWRA Exceptions document if additional space is needed.

Bidder acknowledges that ALL exceptions have been included on the "RWRA Specifications" page(s).

Date: _____

Company Name: _____

Company Representative: _____

Bidder's Exceptions, Conflicts and Clarifications

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the RWRA provided document. Copies of this page may be made if additional space is needed.

Vendor's Statements Pursuant to KRS 45A.343 and KRS 45A.395

KRS 45A.343:

The undersigned, as a duly authorized officer of _____ pursuant to KRS 45A.343 states:

1. To the best of my knowledge, information and belief, _____ has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 or 342 that apply to it within the five year period preceding this statement.
2. _____ acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to it for the duration of the contract to be entered into with Regional Water Resource Agency.
3. _____ acknowledges that if it fails to reveal any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341 or 342 or to comply with the applicable provisions of those statutes for the duration of the aforesaid Contract, such shall be grounds for Regional Water Resource Agency to:
 - a. Cancel its contract with _____, and
 - b. Disqualify _____ from eligibility for future contracts awarded by Regional Water Resource Agency for a period of two years.

KRS 45A.395:

The provisions of KRS45A.395 require that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder. The undersigned, individually and as the _____ (title) of _____ (bidder or offeror) states under penalty perjury that neither he (she), not, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that his conduct is of that nature or that circumstance exists.

(Company Name)

(Signature)

(Title)

(Typed or printed name)

This the _____ day of _____, 20_____.

Prohibition of Conflicts of Interest, Gratuities, Kickbacks and Use of Confidential Information

Kentucky law prohibits conflicts of interest, gratuities, kickbacks and the use of confidential information with regard to any public contract or a solicitation or proposal therefore. The prohibitions are set for in KRS 45A.455 which provides:

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
 - a. He, or any other member of his immediate family has a financial interest therein; or
 - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval or disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition of conflicts of interest, gratuities and kickbacks shall be conspicuously set forth in every local public agency's written contract and solicitation therefore.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person (Enact. Acts 1978, ch. 100, S 92, effective January 1, 1980; ch. 250, S 16, effective April 9, 1980.)

Violation of the statute may result in a fine and/or imprisonment under the provisions of KRS 5A.990.

RELEASE AND INDEMNITY AGREEMENT

WHEREAS _____ (hereinafter referred to as "First Party") shall be performing duties or activities on property owned by the Regional Water Resource Agency (hereinafter referred to as "RWRA");

NOW, THEREFORE, in consideration of these premises, the First Party acknowledges covenants and agrees as follows:

The First Party agrees to assume any and all responsibility and liability for the negligent acts and/or omissions of their agents, servants, and/or employees. The First Party shall be responsible for its employees and shall exercise all dominion, control, and authority over the means/methods used by its employees to perform any work for RWRA or while on RWRA property;

The First Party further covenants to comply with all federal, state, and local occupational safety and health laws and regulations, and local, state, and federal laws and regulations for "Maintenance and Control of Traffic During Construction".

First party further covenants and agrees that the RWRA shall not be liable to the First Party under any circumstances, for loss of life, injury, damage to property, or pecuniary loss occasioned by the use of RWRA property, facilities, tools and materials.

First Party covenants and agrees to release, acquit, discharge, and hold RWRA harmless from any and all claims, costs, attorney fees, or judgment by any third party arising out of the negligent acts and/or omissions of the First Party's employees, agents, or servants.

First Party agrees to indemnify and hold the RWRA harmless from any and all expenses incurred in connection with the defense of any action which may be brought against the RWRA, its employees, agents, and servants and will further indemnify RWRA to the extent and in the amount, of any claim, attorney fees, costs, and judgment established against the RWRA, and any agent thereof, their employees, agents, or servants, arising from any cause herein above set forth.

The First Party through its duly-authorized representative designated below, states that said representative has carefully read the foregoing Release and Indemnity Agreement, knows the contents thereof, and signed same as their own free act and deed this _____ day of _____, _____.

(Signature of Representative)

Authorized Signature for First Party

COMMONWEALTH OF KENTUCKY
COUNTY OF DAVIESS

SUBSCRIBED AND SWORN TO before me by _____, on behalf of _____, on this the _____ day of _____, _____.

Notary Public, State-At-Large

My commission expires: _____

SUBMITTAL CHECKLIST

The following completed documents should be included in your submitted proposal (originals and two copies). Indicate on the first page of each set of documents 'ORIGINAL' or 'COPY'. The original bid documents and the copies shall be submitted in one sealed envelope.

	ADDENDA ACKNOWLEDGEMENT (IF APPLICABLE)
	INVITATION FOR PROPOSAL PAGE WITH BIDDER'S SIGNATURES AND CONTACT INFORMATION (first page)
	EXCEPTIONS, CONFLICTS & CLARIFICATIONS FORM(S) (pages 2-3)
	VENDOR'S STATEMENTS PURSUANT TO KRS 45A.343 AND KRS 45A.395. (page 4)
	PROHIBITION OF CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS AND USE OF CONFIDENTIAL INFORMATION (page 5)
	RELEASE & INDEMNITY (page 6)
	PRICING PROPOSAL (pg. 14)
	BIDDER'S W-9 FORM

QUESTIONS:

For all questions regarding these bid documents contact

Tonya Smith
Purchasing & Administration Manager
270-687-8440
bids@rwra.org or smithta@rwra.org

SUBMIT SEALED BID TO:

Tonya Smith
Regional Water Resource Agency
1722 Pleasant Valley
Owensboro, KY 42303

ALL BIDS MUST BE RECEIVED BY 2pm on October 6th, if received after this time the bid will be returned to Bidder unopened.

Instructions to Bidders

SCOPE

The Regional Water Resource Agency is seeking a reputable vendor to supply One (1) New Tandem Axle Dump Truck complete with dump bed, hoist and tarp as per detailed specification requirements listed herein.

Due Date and Time

All bids must be submitted as described within this document to **1722 Pleasant Valley Road, Owensboro, KY 42303, Attn: Tonya Smith, Purchasing & Administration Manager, no later than 2:00 pm local prevailing time on October 6, 2020 at this time all bids received will be opened and publicly read. Any bids received after the due date and time will be returned unopened.**

General Compliance

Please read these instructions carefully.

Bid Submission

All pages of the bid shall be signed in ink on the designated signature lines. Typed quotation sheets are preferred; however if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the bid.

Quotations must be made on the form provided. An accompanying letter of explanation is acceptable if bidder deems it necessary, but only quotes made on the provided forms will be evaluated.

In case of a discrepancy in the extension of a unit price, the unit price shall govern over the total price.

Bidders must provide manufacturer's product literature if available and appropriate with the bid submission. Prices quotes shall remain firm and open to acceptance by the RWRA for a minimum period of ninety (90) days after bid opening.

The signed completed original bid package and copies must be sealed in an envelope with the bidder's name, the bid number, and the bid opening date clearly marked on the outside of the envelope. **The bids shall be addressed and delivered to Regional Water Resource Agency, Attn: Tonya Smith, Purchasing & Administration Manager, David Hawes East Treatment Plant, 1722 Pleasant Valley Road, Owensboro, KY 42303.**

Bid Copies

When submitting bids you must include the original signed bid, along with two (2) copies of the entire bid. Indicate on the first page of the bid "ORIGINAL" or "COPY". The original bid and all copies shall be submitted in one envelope.

Taxes

All prices shall be quoted exclusive of any taxes. The RWRA is exempt of all Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to RWRA from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales tax.

Bidder's Qualifications

Bidders must demonstrate to the satisfaction of RWRA that he has adequate equipment, personnel, experience and understanding of the specifications to be performed under the contract.

No contract will be awarded to any bidder who, in the opinion of RWRA, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

New Goods, Fresh Stock

Unless otherwise specifically stated, all Contractors shall provide new commodities, fresh stock, latest model, design or package.

Method of Procurement

Competitive Sealed Bidding (KRS 45A.365) will be the method of procurement for the purchase of the item(s) listed herein.

Bid Award

This bid will be evaluated based on the evaluation criteria established in the bid specifications.

The RWRA reserves the right to reject any and all bids and to waive any irregularities in said bids, and the RWRA also reserves the right to award bids based on the best interest and/or most advantageous to RWRA. Award will be made to the lowest responsive and responsible bidder meeting specifications.

Shipping Charges

All items quoted shall be 'F.O.B. Destination'. No additional freight charges will be allowed.

Delivery Schedule

Delivery date shall be guaranteed at no more than 90 days after notice of award. Delivery date shall be specified on each item quoted. The vendor will be expected to fulfill the delivery as specified. The completed unit shall be delivered to RWRA at 2101 Grimes Avenue, Owensboro, KY 42303. Warranty certificates, and one (1) copy each of Operator's, Parts and Maintenance manuals shall be provided to RWRA at the time of delivery. Digital media is acceptable in lieu of books.

Insurance Requirements

The Contractor shall furnish the Owner with the certificates evidencing insurance coverage, from an "A" or better rated Insurance Company (by AM Best Rating System), prior to commencing work. Contractor shall procure and maintain for the duration of this bid insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

Release and Indemnity

All contractors shall be required to sign a release and indemnity agreement included in the bid package to be considered for this project.

Compliance with KRS 45A.343 and KRS 45A.395

Attached are statements which must be completed by bidders. These statements are required under the listed statutes and must be completed and submitted with the bid.

Compliance with Applicable Laws/Regulations

Successful bidder must comply with the City of Owensboro/Daviess County ordinances relating to Occupational License Fees, business Licenses, payroll and net profits taxes and any other ordinances which may apply to any particular bid package.

Compliance with Equal Opportunity Statutes

The Regional Water Resource Agency is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. RWRA is also committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. Therefore, the successful bidder must demonstrate to the satisfaction of RWRA that he also conforms to all Federal, State and Local equal opportunity statutes. Further, the contractor will reimburse RWRA for any damages incurred due to any violation of the above mentioned statutes by the contractor while under contract.

Safety Regulations

Unit shall meet any state or federal OSHA or DOT regulations as applicable.

Manuals

This vehicle shall be provided with (2) Owner's manuals: (1) paper and (1) electronic format consisting of Service and Parts. These manuals shall be current with year model of the equipment delivered and shall accompany the delivery of the truck.

Pre-Service

All new equipment must be pre-serviced to the manufacturer's recommendations and in first class operating condition when delivered. All service work shall be done in the vendor's place of business or in another location provided by the vendor. No major assembly or servicing of equipment will be allowed on RWRA property. Only minor modifications to equipment necessary to bring the item into compliance with specifications will be permitted.

Standard Equipment

Unit shall contain all standard equipment listed as such in the manufacturers' latest literature unless otherwise stated within these specifications

Advertising

Unit shall be entirely free from any and all advertising attachments of dealer, such as clips, license brackets, mud flaps or other devices bearing vendor's name.

Evaluation Criteria

- 1) Cost
- 2) Specifications of the
- 3) Unit Delivery Date

SPECIFICATIONS

Each of the below listed specifications is numbered. Any deviation from the specification or where submitted literature does not fully support the meeting of specifications must be clearly indicated at the specification by circling the specification number. Exceptions to the specifications may be considered if an adequate explanation is cited on the attached page labeled "Exceptions to Bid Specifications." The specification number is to be referenced in the explanation. The RWRA reserves the right to determine if an exception to a specification shall be accepted.

SPECIFICATIONS FOR TANDEM AXLE DUMP TRUCK:

- A. GENERAL:** The unit proposed to be purchased under this contract are to be used by the Regional Water Resource Agency in general construction work. The quote should reflect the pricing for one (1) whole unit.
- B. TRUCK CHASSIS:**
1. 7400 SBA 6X4 (SF625) International or equal
 2. Application: Construction Dump
 3. Mission: Requested GVWR: 54000. Calc. GVWR: 53220 Calc. Start / Grade Ability: 27.02% / 1.72% @ 55 MPH, Calc. Geared Speed: 60.4 MPH
 4. Fuel Economy: 7.47 MPG @ 55 MPH
 5. Dimension: Wheelbase: 175.00, CA: 107.90, Axle to Frame: 53.00
 6. Engine, Diesel: {Navistar N9} EPA 10, SCR, 275 HP @ 2000 RPM, 860 lb ft Torque @ 1200 RPM, 2200 RPM, Governed Speed, 275 Peak HP (MAX)
 7. Transmission, Automatic: {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
 8. Transmission must be programed to disengage PTO at 10 mph through factory installed switch.
 9. Axle, Front Non-Driving: {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
 10. Axle, Rear, Tandem: {Meritor MT-40-14X-4DFR} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends Gear Ratio: 5.86
 11. Cab: Conventional
 12. Tire, Front: (2) 11R22.5 G662 FUEL MAX (GOODYEAR) 497 rev/mile, load range H, 16 ply
 13. Tire, Rear: (8) 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply
 14. Suspension, Rear, Tandem: {Hendrickson HMX-400-54} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers
 15. Electric Trailer Brake/Lights to include separate Trailer Stop, Tail, Turn and Marker Light Circuits
 16. All lights shall be LED.
 17. Paint: Cab shall be PPG, 37190 Champagne Metallic. Paint should be basecoat/clearcoat with no less than three coats of clear paint.

- C. **DUMP BED:** A Steel dump bed shall be installed on a chassis with 108" cab-to-tandem distance. The dump bed must also have the following features:
1. 168" body length
 2. 84" inside diameter width
 3. 96" outside diameter width
 4. Standard hoist mounting style
 5. Straight front- 44" tall
 6. Sides are $\frac{3}{4}$ double wall-constructed of 3/16" AR 400 Steel and 10 gauge A1011 Steel
 7. 44" side height
 8. 54" rear height
 9. Front of body constructed of 3/16" AR400 Steel
 10. Body sides' constructed of 3/16" AR400 Steel
 11. Tailgate constructed of 3/16" AR400 Steel
 12. Floor material constructed of $\frac{1}{4}$ " AR450 Steel
 13. Understructure will be 8 Western I-beam
 14. Frame material: A36 Steel
 15. Air Tailgate Release
 16. Tailgate hinge type shall be 1.5 thick/ 7 offset
 17. Tailgate thickness: 2.5
 18. Tailgate bracing style shall be fullrib
 19. Dump body shall have LED STT & marker lights
 20. 24" cabshield constructed of 10 gauge steel
 21. Dump chute measuring 8' x 6" x $\frac{1}{4}$ ", installed under the tailgate at 45 degrees
 22. Body & cabshield shall be painted prior to install. Color code is for PPG and it will be 5480 Chestnut. Paint should be basecoat/clearcoat with no less than three coats of clear paint.
- D. **HOIST:** The hoist must be NETA class 110 telescopic hoist with the following features:
1. Operating pressure of 2500 PSI
 2. 50-degree dumping angle
 3. Single acting
 4. 3 stages (6", 5", 4") and 113" stroke
 5. Lifting capacity 36.4 tons
 6. 7" structural channel longitudinal
 7. Two body props to support empty body weight
 8. Front height to be 46" minimum
 9. The hoist cylinder shall incorporate the "Auto Bleed" technology, an internal spring assisted device to automatically remove air from the cylinder and hydraulic lines whenever the cylinder is extended and retracted. The device shall not bleed air directly to atmosphere and shall use hydraulic fluid to push air out of the cylinder and back to tank.

E. HYDRAULICS:

1. Direct mount gear pump is standard
2. 20 gpm at 1000 rpm
3. 28-gallon reservoir

F. TARP: An electric tarp shall be included in the upfit. The tarp shall have aluminum pivot arm assemblies with 5 springs, 600W/90:1 motor with 3 year warranty. The system will have an aluminum wind deflector on the front.

G. HITCH: A ¾" hitch plate will be installed on truck. Upfitter shall provide 20 ton pintle hook, electric brake controller and 7-way plug.

H. WARRANTY:

Dump body, hoist and air cylinder to be covered for a period of 5 years. Warranty begins when the final customer puts our product into service. This warranty will cover the dump body, hoist and air cylinder for defective material and/or workmanship at a rate of 100% for the first (3) years and at a rate of 50% for years 4 and 5.

Note; Except otherwise shown, coverage does not include normal, or expected "wear and tear" such as tire tread wear, etc. Engine warranty shall cover all internal components, major engine systems and all major components also including, but not limited to: Cylinder Head Assembly, Rocker Lever Assembly, ECM, Piston, Rings, Liners, Lube Oil Cooler Assembly, Front Gear Cover, Oil Pan, Connecting Rod Assembly, Lube Pump Assembly, Camshaft (Bushings), Cam Follower Assemblies, Crank Shaft Assemblies, Fuel Injectors (Excluding after treatment Injector) Turbo/s, and Water Pump.

Additional Information

Requests for additional information or clarifications of bid specifications should be directed to Tonya Smith, Purchasing & Administration Manager, Telephone (270) 687-8440, or by email at bids@rwra.org. All inquiries shall be made no later than three days prior to the bid opening date. Clarifications may be made orally; all alterations, revisions or amendments to the specifications will be made only in writing by means of addenda. Bidders are required to acknowledge receipt of all addenda on the quotation sheet submitted with the bid. Addenda will be emailed to all prospective bidders of record and posted on www.rwra.org website.

Any bidder who receives this bid other than directly from the RWRA shall notify the RWRA that they have received the bid. This will allow the RWRA to notify all bidders of any addenda.

2021-12 Quotation Sheet

<p>1. Unit Price for Tandem Axle Dump Truck</p> <p>Brand of System Quoted</p> <p>Brand of Chassis Quoted</p> <p>As-Quoted Delivery Schedule (from Receipt of Order):</p> <p>*All out of state (KY) units must be delivered with Certificate of Origin</p>	<p>\$ _____</p> <p>_____</p> <p>_____</p> <p>_____ (Days)</p>
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