



LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations for a dump truck for the Gas Department. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than 10:00 a.m. August 19, 2014 at which time bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Smyrna Town Hall during regular business hours or www.townofsmyrna.org/purchasing. Proposals should be mailed or hand delivered to:

Rex S. Gaither
Smyrna Town Hall
Sealed Bid on Dump Truck / August 19 @ 10:00 a.m.
315 South Lowry Street
Smyrna, TN 37167

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, creed, sex, handicap or national origin.

Verbal quotations or quotations received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town.

SUBMITTED BY: REX S. GAITHER
FINANCE DIRECTOR

TO BE RUN: August 7, 2014

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SECTION I - GENERAL INFORMATION

A. The Town of Smyrna desires to purchase a dump truck for the Gas Department.

Smyrna Town Hall location:
315 South Lowry Street
Smyrna, TN 37167

Questions should be directed to Sean Cole (615) 459-9715.

- B. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town. No bid may be withdrawn after the scheduled closing time for a period of 90 days.
- C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.
- D. Section III and IV shall be completed and included as an integral part of each bidders proposal.
- E. Freight shall be paid by vendor and should be included in unit price bid.
- F. The Town is a tax exempt organization.
- G. Mail is delivered after 11:00 a.m. Monday through Friday.
- H. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.
- I. Bid quotations must be submitted on the Town's quotation page(s). No exceptions.

SECTION II - SPECIFICATIONS FOR CAB CHASSIS TRUCK

Model year 2015 – 66,000 GVW Heavy Duty 16' Dump Truck
Equals must be approved prior to bid opening by Sean Cole.

A. Chassis Dimension Requirements:

1. Wheelbase to be 231"
2. Cab to Axle (inches) 138.2

B. Frame & Equipment Requirements:

1. 10-3/4 inch Steel Rails to 354 in. 10.75 x 3.5 x 3.75 Dimension, 2,136,000 RBM
2. Full Steel inner Liner
3. Heavy-Duty Iron Front Spring Brackets. Forward and Rear
4. Double Frame
5. Huck Bolt Frame Fasteners
6. 3-Piece C-channel Cross members

C. Front Axle & Equipment:

1. Dana Spicer D20000F 20,000 lb. 3.5in Drop
2. Taper Leaf Springs, Shocks 20,000 lb
3. Power Steering TRW TAS65 Dual
4. Power Steering Reservoir Frame Mounted w/Cooler
5. PHP Aluminum PreSet plus Hubs
6. Greaseable Front Spring Pins
7. Bendix Air Cam Front Drum Brakes 16.5 x 7
8. Long Stroke Brakes, Front Axle
9. Gusseted Cam Brackets, Steer Axle

D. Rear Axle & Equipment:

1. Dana Spicer D46-170 46,000 lbs
2. PHP10 Aluminum Preset Plus Hubs
3. Long Stroke Parking Brakes, Drive Axle(s)
4. Diff Lock Both Axle
5. Asphalt Dump Brake Chamber Clearance
6. Rear Brake Camshaft Reinforcement
7. Heavy Wall Drive Axle(s)
8. Lube Pump, Drive Axle(s)
9. Gusseted Cam Brackets, Drive Axle(s)
10. SBM Valve
11. Anti-Lock Braking System (ABS) 4S4M
12. ABS-6 includes air braking system
13. Synthetic Axle Lubricant All Axles
14. Bendix Air Cam Rear Drum Brakes 16.5 x 7
15. Hendrickson Haulmax HMX460 46,000 lb, 54 in. AS
16. Ratio 4:30 axle

E. Engine & Equipment

1. PACCAR MX-13 455@ 1700
2. GOV @ 2200 1650 @ 1000
3. Powertrain Optimized for Balance of performance and fuel economy
4. Engine Monitoring Protection - Shutdown
5. CARB Engine Idling Compliance
6. 160 Amp Alternator, Brushed
7. Immersion Type Pre-Heater 110-120V
8. 12V Starter
9. 3 Premium 12V Dual Purpose Batt 2100 CCA
10. Big Switch Battery Disconnect
11. Battery Jumper Terminal Mounted Under Hood
12. Batteries in RH BOC Box
13. 2-Speed Fan Clutch For Frequent Start/Stops
14. Wabco 28.0 CFM Air Compressor
15. Fuel Filter, Heated 12V
16. High Efficiency Cooling System
17. (2) 13 inch SS Air Cleaners, Cowl Mtd, SS Caps
18. Exhaust Dual Side of Cab
19. Curved Tip Standpipe(s)
20. 24in. Ht, 5in Dia Chrome, Clear Coat Standpipe(s)
21. Block Heater
22. Compression Brake, MX

F. Transmission & Equipment:

1. Allison 4500 RDS-P Transmission, Gen 5
2. 1810 HD Driveline, 1 Midship Bearing
3. Allison 6-Speed Configuration, Wide Ratio Gears
4. Dash Mounted Push Button Shifter
5. Allison Load Based Shift Scheduled (LBSS)

G. Air & Body Equipment:

1. Bendix AD-IS EP Air Dryer with Heater
2. Berg Pull Cord Drain Valve(s) – All Air Tanks
3. Wire Braid Brake Hose, Rear
4. Nylon Chassis Hose
5. Wire Braid Brake Hose, Front
6. Steel Painted Air Tanks
7. Body Connections 5ft BOC
8. Hand Valve Plumbed To All Service Brakes
9. A & E Conn EOF w/7-way Socket (w/Conn EOF Strapped to the rail)

H. Tires & Wheels:

1. 20 ply 425/65R22.5 XZY3
2. 16 ply 11R24.5 x Works XDY
3. FF: steel wheel painted white
4. RR: steel wheel painted white

I. Fuel Tank:

1. 26in Aluminum 100 Gallon Fuel Tank LH U/C
2. Polished All Fuel / Hydraulic Tank Straps
3. DEF Tank Mounted LH BOC
4. Polished Stainless Steel Cover for DEF Tank
5. DEF Tank Small

J. Battery Box & Bumper:

1. Aluminum Space Saver Battery Box RH BOC
2. DPF Cab Entry Aluminum Non-Slip Step RH Under Cab
3. Steel Bumper Deep Tapered Chromed

K. Cab & Equipment:

1. Aluminum Cab 123in BBC Fiberglass Hood SFFA
2. Severe Service Cab
3. Thermal Insulation Package in Cab
4. Rubber Fender Lips 4 inch
5. Ultra Ride Drivers Seat
6. Ultra Ride Passengers Seat
7. Drivers Armrest – RH Only
8. Air Ride Driver
9. Black Seat Color
10. High Back Driver
11. Mordura Cloth Driver
12. Air Ride Passenger
13. Low Back Passenger
14. Mordura Cloth Passenger
15. Adjustable Steering Column- Tilt/Telescope
16. Interior includes – gray/black, 18 inch 4 spoke soft touch steering Wheel, (2) inside sunvisors (2) coat hooks, (5) inside entry grab handles
17. Cab Rear Corner Windows- Standard Tint
18. Extended Rear Window ipo Std Window Day Cab
19. Day Cab Rear Window
20. Two Piece Flat Windshield
21. Power Lift windows- Both Doors
22. Combo Fresh Air Heater/Air Conditioner
23. Outside Sunvisor – Stainless Steel
24. SSTL Mirrors Each Side Heated and Motorized with switch in cab
25. (2) Convex 8 inch SS Mirror (heated)
26. (2) Air Horns 24.5 in. Chrome- Round w/Horn Shield

27. Standard Speaker Package for Cab (2) Speakers
28. Concert Class Without CD includes BT Phone and Audio
29. CB Terminals/Wiring Mtd Under Header
30. CB Antenna Brackets and Wiring RH/LH Mirror
31. Mount CD Speaker LH Rear Corner Cab Headliner
32. Radio Antenna Mounted on LH Mirror Bracket
33. Plug –in Auto Reset Circuit Breaker
34. Additional 12V Power Outlet-Dash Mounted
35. Electric Windshield Wipers
36. Unibilt Cab Air Suspension
37. Triangle Reflector Kit
38. 5 lb 3A:40bc Fire Extinguisher Cab Mounted
39. Backup Alarm
40. Oil Temp Gauge Transmission Main
41. Axle Temp Gauges, Tandem Drive
42. Oil Temperature Gauge, Engine
43. Guard(s) For Rear Axle Heat Gauge
44. Air Application Gauge
45. Air Restriction Indicator
46. Manifold Pressure Gauge
47. Ammeter
48. Main Instrumentation Panel w/Graphics Display includes speedometer with trip odometer, tachometer with hour meter and outside temp display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges, DEF gauge.
49. Projector Module Pod Headlights
50. (5) Marker Lights Aero LED
51. Switch and Wiring for Auxillary Light
52. Daytime Running Lights

L. Paint:

1. Cab painted Base Coat/Clear Coat
2. Cab Painted White
3. Frame Painted Black

M. Dump Body for Truck Cab to Axle: 84”

1. Body Length:16 Feet Long
2. Width inside :7’4”
3. Height Sides: 56”
4. Height Tailgate :62” with 6 foot Packets front and rear
5. Capacity :19/21 CUYD
6. Cab Shield 20”
7. Controls Heavy Duty Cable
8. Color – Black
9. Tarp – Electric Tarp with Aluminum Arms, Vinyl Tarp
10. Mud Flaps –
11. Asphalt Lip- 8”

12. Back up Alarm
13. Lift Cylinder Single Mounted Telescopic Cylinder with Minimum 48" Dump Angle with Pull Out Cable. 7" – 135" Stroke
14. Material : all ¼ AR 450 Steel in Sides/Front, Tailgate and Floor. Continuous Welding,
15. Pump – Minimum Capacity 31 Gallons per Minute at 1200 rpm. Relief valve Equipped.
16. Pintle Hitch
17. Air line with fittings connections for trailer
18. Tailgate hydraulic hi-lift.
19. Air tailgate
20. Step up front sides of body.
21. Safety support Strut
22. 8" with 3" pipe push bumper
23. Side post none., long members 2" x 8"x3/16" tubing full length
24. 3/16 Full Fenders DVA valve to operate raising and lowering of body and operation of h-lift tailgate, primed plus painted black acrylic urethane 23" radius floor.
25. Hendrickson MT20A-A49A 20,000 lb Air up/Air Down Pusher Axle Suspension
26. DD-22-Ft167W Drop Center Axle
27. Hub Piloted Hub and Drums
28. 16 ½" x 7" Brake Shoes
29. Auto Slack Adjusters
30. Oil Seals
31. HAC-NSI Air Control Kit
32. (4) 50308 Steel Rims Painted White
33. (4) 11R22.5 Tires 14 ply

N. Printed Parts & Repair Manual

1. Repair Manual
2. Parts Manual

INSURANCE REQUIREMENTS

The Vendor shall purchase and maintain for the duration of the contract 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 the Vendor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Tennessee. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.

2. Commercial General Liability

Commercial General Liability insurance shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. It shall also include coverage for loading and unloading hazards.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Vendor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the vendor.
- b. The Vendor's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Vendor's insurance.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Vendor for the Town of Smyrna.

3. All Coverages

- a. Prior to commencement of services, the Vendor shall furnish the Town with original certificates and amendatory endorsements effecting required coverage.
- b. Such insurance shall be maintained from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of contract.
- c. Replacement certificates, policies and endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.
- d. Coverage shall not be canceled, suspended, or voided by either party (the Vendor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of

cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Vendor's policy.

- e. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.
- f. Neither the acceptance of the completed work nor the payment thereof shall release the Vendor from the obligations of the insurance requirements or indemnification agreement.
- g. Any failure of the Vendor to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. All insurance must be underwritten by insurers with an A.M. Best Company ratings of no less than an A.

E. VERIFICATION OF COVERAGE

The Vendor shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.

Failure of the Vendor to purchase and/or maintain any required insurance shall not relieve the Vendor from any liability or indemnification under the contract.

The Town reserves the right to request complete certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Vendor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS' COMPENSATION INDEMNITY

In the event Vendor is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Vendor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no

circumstance be, or considered as, the employer or statutory employer of Vendor, its owners, agents and employees. The parties further agree that Vendor is a wholly independent vendor and is exclusively responsible for its employees, owners, and agents. Vendor hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

INDEMNITY REQUIREMENT:

The vendor further agrees to protect, defend, and save the Town its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of their defense, arising in favor of the vendor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the vendor and/or its agents, employees, subcontractors, representative of the Town under this agreement.

Pursuant to Tennessee Attorney General Opinion 93-01, the Town will not indemnify, defend or hold harmless in any fashion the Vendor or from any claims arising from any failure, regardless of any language in any attachment or other document that the Vendor may provide.

SECTION III - PRICE QUOTATION FOR DUMP TRUCK

TOTAL PRICE OF DUMP TRUCK \$ _____
(Include All Costs, Delivery, Etc.)

DELIVERY DATE ARO _____

MANUFACTURER _____

MODEL NUMBER _____

SUBMIT MANUFACTURER'S SPECIFICATIONS ON MODEL BEING QUOTED.

DISCLOSE MANUFACTURER'S WARRANTIES.

ALL STANDARD EQUIPMENT AS LISTED BY MANUFACTURER OR AS
REQUIRED BY GVWR.

LIST ANY ITEMS NOT FACTORY INSTALLED IN SECTION IV.

