BID PACKAGE FOR:

<u>CITY OF NEWPORT, TENNESSEE</u> 2022 CDBG PUBLIC HEALTH & SAFETY SWIFT WATER RESCUE EQUIPMENT PROJECT

PROJECT NUMBER: 15210

CONTENTS:

INFORMATION TO BIDDERS LUMP SUM BID FORM SPECIFICATIONS

BID OPENING:

DATE: Tuesday May 21, 2024	
----------------------------	--

TIME: 10:00 A.M. EST

PLACE: Newport City Hall

TABLE OF CONTENTS

Document	<u>Pages</u>
Advertisement for Bids	3
Information for Bidders	4-6
Form of Bid – Lump Sum Bid	7-8
Acknowledgement Regarding Bidder SAM Registration	9
Iran Divestment Act Certification	10
Certification of Non-Boycott of Israel	11
Swift Water Rescue Boats Specifications	12-13
Double Stack Transport Trailer Specifications	14

ADVERTISEMENT FOR BIDS

Project No. 15210

Owner: The City of Newport

Separate sealed bids for The City of Newport Swift Water Rescue Equ	ipment Project for
Emergency Rescue Boats and misc. loose equipment for Swift Water Rescue	
will be received by The City of Newport	at
the office of Mayor Roland Dykes, III	until
10 o'clock <u>A.M./P.M., C.S.T.</u> /E.S.T. <u>Tuesday, May 21</u>	, 20 <u>24</u> and then at
said office publicly opened and read aloud.	

Bids must be submitted in a sealed envelope, bearing on the outside the name and address of the Bidder and the name of the project: " ²⁰²² CDBG Newport Swift Water Rescue Project ." If forwarded by mail, the sealed envelope must be enclosed in another envelope.

The Information for Bidders, Form of Bid, Specifications, and other contract documents may be examined or obtained at the following:

City of Newport, City Hall 300 E. Main Street Newport, TN. 37821

The owner reserves the right to waive any informalities or to reject any or all bids.

No bidder may withdraw their bid within 60 days after the actual date of the opening thereof.

<u>The City of Newport</u> is an Equal Opportunity Employer. <u>The City of Newport</u> prohibits discrimination on the basis of race, color, religion, sex, or national origin, in the admissions or access to, or treatment, or employment in its programs or activities.

Date: Thursday May 2, 2024

INFORMATION FOR BIDDERS

1 <u>Receipt and Opening of Bids</u>:

The_City of Newport	_(herein called the "Owner), invites bids on				
the form attached hereto, all blanks of w	hich must be appropriately filled in. Bids will				
be received by the Owner at the office	of <u></u>				
<u>10</u> o'clock A.M./ P.M., C.S.T /E.S. ⁻	, <u>Tuesday May 21, 2024</u> , and				
then at said office publicly opened and	read aloud. The envelopes containing the				
bids must be sealed, addressed	bids must be sealed, addressed to The City of Newport at				
City of Newport, 300 E Main Street, Newport, TN 37	and designated as bid for				
2022 CDBG Newport Swift Water Rescue Project					

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2 <u>Preparation of Bid</u>:

Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and the Iran Divestment Act Certification. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, the name of the project for which the bid is submitted.

3 <u>Method of Bidding</u>:

The Owner invites the following bid(s):

- 1x (One) Rescue Boat w/ 40hp prop, lights, and accessories
- 1x (One) 12' to 13' L Inflatable Rescue Boat w/ Aluminum Floor
- 1x (One) 25' Double Stack Rescue Boat Transport Trailer w/ Accessories

TOTAL AMOUNT MUST INCLUDE ALL APPLICABLE COST, INCLUDING BUT NOT LIMITED TO SHIPPING, FREIGHT, DELIVERY, AND ASSEMBLY. PAYMENT BY INVOICE.

4. Qualification of Bidder:

The Owner may make such investigations as s/he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. <u>Time of Completion and Liquidated Damages</u>:

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" or Purchase Order from the Owner and to fully complete the project within <u>180</u> consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of 0 for each consecutive calendar days thereafter.

6. Addenda and Interpretations:

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally.

All requests for such interpretation should be in writing addressed to Jeremy Shelton, Newport Fire Chief; jshelton@newporttn.org at 300 E Main Street, Newport TN 37821

and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be not later than two days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the bid submission.

7. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

8. Method of Award - Lowest Qualified Bidder:

After receiving bids and determining the amount of funds estimated by the OWNER as available to finance the contract, the OWNER will award the contract based upon the lowest and most responsive bid. The lowest responsible bidder will be determined upon the basis of the lowest base bid or lowest base bid combined with alternates (additive or deductive) and meeting the bid specifications. If the contract is to be awarded based on the lowest base bid with alternates, alternates will be accepted in the numerical order in which they are listed in the Form of Bid. The OWNER may not negotiate with any Bidder to reduce or alter the submitted bid.

9. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

All vehicles and equipment submitted in the bid must MEET OR EXCEED the OWNER'S specifications and MUST meet all applicable ISO, NFPA, or other state industry standards.

Charges or terms for delivery of apparatus must be clearly stated on the bid form. Apparatus must be able to be delivered within the terms stated in the "*Time of Completion and Liquidated Damages*", under its own power, and will be subjected to tests to determine its performance and reliability as a condition of sale.

BIDDER discounts and terms, if any, must be clearly stated in the submitted bid.

Note: Throughout this specification, references may be made to brand name items. This is done for ease of reference. The operational and performance characteristics of the equipment called out by brand name are hereby incorporated into this specification by reference. The City of Newport will accept "or equal to", "or equivalent" items in any bid provided the operational and performance characteristics of the specified equipment are met or exceeded.

BID FOR LUMP SUM CONTRACTS

	Name/Phone
	Place
	Date
	Project No. 15210
Proposal of	(hereinafter called "Bidder") (a
	corporation/a partnership/an individual doing
(State)	STRIKE OUT INAPPLICABLE TERMS
business as)
To the The City of Newport	(hereinafter called
"Owner")	

The Bidder, in compliance with your invitation for bids for the purchase of a

Emergency Rescue Boats and Misc. Loose Equipment for Swift Water Rescue

having examined the specifications with related documents, and being familiar with all of the conditions related to the proposed project including the availability of materials and labor, hereby proposes to deliver all equipment in compliance with the specifications, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" or Purchase Order from the Owner and to fully complete the project within 180 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of 0.00 for each consecutive calendar day in excess of the agreed upon time period of completion and delivery.

Bidder acknowledges receipt of the following addendum:

BASE PROPOSAL: Bidder agrees to perform all the work described in the specifications and shown on the plans for the (\$_____) (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will supersede.)

Bid Total \$_____

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted:

By: _____

(Signature)

(Name & Title)

(Business Address, State, & Zip Code)

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Parts 183 and 215 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the bid proposal.

- By submitting this proposal, the prospective bidder acknowledges that it must have an active SAM UEI (Unique Entity ID) to be awarded this contract and that without an active SAM UEI the bidder's proposal may be disallowed.
- 2. By submitting this proposal, the prospective bidder certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
- 4. Further, the prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective bidder will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
- 6. It is further agreed that by submitting this proposal, the prospective bidder will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name:		
Address:		
City:	State: Zip	p:
SAM Entity ID:	Expiration I	Date:
Active Exclusions: Yes No		

IRAN DIVESTMENT ACT

In compliance with the Iran Divestment Act (State of Tennessee 2016, Public Chapter No. 817), which became effective on July 1, 2016, certification is required of all bidders on contracts over \$1,000.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

I affirm, under the penalties of perjury, this statement to be true and correct.

Date

Signature of Bidder

Company

A bid shall not be considered for award nor shall award be made where the foregoing certification has been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. The **City/County of**

_____ may award a bid to a bidder who cannot make the certification, on case-by-case basis, if:

- 1. The investment activities in Iran were made before July 1, 2016, the investment activities in Iran have not been expanded or reviewed on or after July 1, 2016, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2. The **City/County of** ______makes a determination that the goods or services are necessary for the **City/County of** ______to perform its functions and that, absent such an exemption, the political subdivision will be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION OF NON-BOYCOTT OF ISRAEL

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

I certify this statement to be true and correct.

Bidder Name Printed

Date

Signature of Bidder

Company

Swift Water Rescue Connecting Boat Specifications

Item	Description	QTY	Unit Price	Total Price
	40hp			
40hp Connecting Boat	Electric Start	1		
	Remote Steer			
	Power Tilt/Trim			
	including prop & fuel tank			
	20" long shaft			
Command Console	Command Console with Mounted Seat, Steering, and Engine Controls	1		
Light Bar Mount - Hinged	Aluminum Light Bar Mount, 20lb Capacity-Hinged	1		
Emergency Responder Light	LED Emergency Responder Light	1		
LED Spreader Lights	LED Spreader Lights (Omnidirectional)	3		
LED Gunwale Rope Lights	LED Rope Lights Mounted Underneath Gunwale	1		
LED Flush mount Lights	Flush mounted LED Underwater Lights (Bow)	1		
Dual Battery Configuration	Dual Battery Configuration with Isolators Switch	1		
			Items Subtota	

Swift Water Rescue Inflatable Boat Specifications

Item	Description	QTY	Unit Price	Total Price
Inflatable (20" transom)	12' 6" Inflatable boat with welded seams			
Boat	includes storage bags	1		
	Bow bag			
	Seat			
	Repair kit			
	Two (x2) paddles			
	Foot pump			
20hp Prop Motor (With Prop	20hp/14.9kW			
Guard)	Color – Phantom Black	1		
	Inline 2 Engine Type			
	20.3 CID/333 CC Displacement			
	RPM at Full Throttle – 5700-6200			
	Fuel Induction System – 2 Valves per cylinder, SOHC			
	12 Alternator amp/145 electric Watts			
	Recommended Fuel – 87 octane/up to 10% ethanol			
	Recommended Oil – 25W-40 Synthetic Blend or Equivalent Marine Oil			
	Electric/Manual Start options			
	Remote Tiller Steering,			
	incl. prop & fuel tank			
	20"/15" shaft length (381mm/508mm)			
	Gearcase Ratio – 2.15:1			
	Bore and Stroke – 2.40x2.24"/61x59mm			
	CARB Star Rating – 3			
	CDI ignition w/electronic spark advance			
	Electronic Fuel Injection (EFI)			
	Water-Cooled Cooling System w/thermostat			
	F-N-R Gear Shift			
	Standard Gear Casing Option			
	Manual/Power Tilt Trim Steering Options			
	Through Prop Exhaust System			
	Shallow Water Drive included			
	16 Degree Shallow Water Trim Range			
	Remote Fuel Tank Option Included			
	3.2gal/12L Remote Fuel Tank Standard			
	Engine Protection Warning System should include the following:			
	Low Oil Pressure			

	Overheat			
Duon guond	Sensor Failure	1		
Prop guard	Prop guard to fit 20hp motor			
25hp Jet Motor	*Jet driven outboard motor (25hp/18.4kW) should be capable and specifically designed to pilot boats in shallow waters where propeller-	1		
	driven hulls are unable to operate			
	Inline 3 Engine Type			
	32.1 CID/526 CC Displacement			
	Full Throttle RPM – 5000-5500			
	Fuel Induction system – 2 valves per cylinder, SOHC			
	Alternator amp/watt- 15amp/186 watt			
	Recommended Fuel – 87 octane/up to 10% ethanol			
	Recommended Oil – Brand Specific Four Stroke Oil 10W-30			
	Engine Protection Operator Warning System should include the following:			
	Low Oil Pressure			
	Over-rev			
	Overheat			
	Sensor Failure			
	Starting System Options – Electric (turn-key), Manual			
	Steering Options – Remote, Tiller			
	Jet incl. Fuel Tank			
	15"/381mm shaft length			
	Dry Weight – 186 lbs/84kg			
	CARB star rating – 3			
	Bore and Stroke – 2.40x2.36"/61x60mm			
	Ignition – CDI w/electronic spark advance			
	Fuel System – Electronic Fuel Injection system			
	Gearcase options – Jet Drive			
	Trim System – Gas Assist			
Inflatable Rigging	Assembly, Setup & Pressure Test of Inflatable Boat and Motor	1		
			Items Subtotal	

*Standard Features for Inflatable Boat should also include the following:

- 1. Pressure relief valves to prevent over inflation
- 2. Low maintenance aluminum sectional floor
- 3. Multiple Cargo attachment points
- 4. External carry handles for easy transport and launching
- 5. Double layered tube reinforcement for additional protection
- 6. Interior grab ropes for easy Tactical exit/entry
- 7. Molded Transom with dual motor plates
- 8. reinforced
- 9. Deep inflatable v-keel with a rub strake protector
- 10. Self-bailing drain system
- 11. Transom "D" lifting rings (all stainless hardware)

Double Stack Transport Trailer Specifications (For boats and other watercraft)

Designed to transport (2) Connectable Rescue Boats or Inflatable Rescue Boats but can be customized for personal watercraft, inflatable rescue boats and/or other rescue equipment.

Dimensions:

Length – 25' (7.6m) Width – 7'4" (2.2m) Height (Trailer Only) – 8'7" (2.6m) Height (Approximate) with boats on top rack – 10'1" (3m) Weight of Empty Trailer – 1,250lbs (567kg) Weight Capacity – 4,000lbs (1,814kg) Inside Runner Width – 37.25" (94.62cm) Axles – 2 (Two)

Item	Description	Qty	Unit Price	Total Price
Double Stack Trailer	Double Stack Transport Trailer for (2) Boats			
	Dual Axles with Surge Brakes,	1		
	Dual Spare Tires			
	Winch for Lowering/Raising Upper Platform			
Adjustable Banks	Adjustable Bunk System on lower platform of DSTT allows for height/width adjustment to accommodate a variety of boats	1		
Telescoping Ramps	Telescoping Ramps to allow launching inflatable boat from upper platform without launching the bottom boat or lowering the upper platform	1		
Motor Mount - Hinged	Swinging Spare Motor Mount, hinges outward for easier & safer loading/unloading of sparemotors	1		
Expanded Metal Platform	Expanded Metal Platform Inside Tongue Area of DSTT	1		
Ladder	Ladder to Access Upper Platform of DSTT	1		
	·		Items Subtot	al

*Customer Preferred Accessories should include the following:

- 1. Dual Axles
- 2. Surge Brakes
- 3. Winch
- 4. Adjustable Bunk System (on lower platform)
- 5. Telescoping Ramps for upper platform
- 6. Motor Mount (hinged)
- 7. Toolbox
- 8. Expanded Metal Platform (inside Tongue Area)

9. Ladder for upper area access

Cumulative Equipment Total \$