

**SPECIFICATIONS FOR
One (1) 100' Aerial Ladder Truck
Rapid City, South Dakota**

Bids will be received at the Rapid City Finance Office, 300 Sixth Street, Rapid City, South Dakota on January 22, 2008 until 2:00 P.M. for furnishing **One (1) 100', Aerial Ladder Truck** which shall meet the following specifications:

(See attached specifications)

SCOPE

It is the intent of these specifications to describe **One (1) 100' Aerial Ladder Truck** in sufficient detail to secure bids on comparable **100' Aerial Ladder Trucks**. All parts not specifically mentioned, which are necessary in order to provide **One (1) 100' Aerial Ladder Truck** shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided the trade in general.

The City's intent is to obtain a reasonable bid from all interested bidders. If for any reason bidders are unable to meet or equal the following specifications, the City will receive for consideration minor deviations of specifications. Deviations and variations of specifications must be fully detailed and explained by the bidder on the form provided and attached to the BIDDER'S PROPOSAL.

All bids must be accompanied by literature completely describing the **100' Aerial Ladder Truck** to be furnished. Each bidder must be a certified dealer authorized by the manufacturer he represents. Each bid shall contain a dealer and/or factory warranty as a guarantee of the product to be furnished. The guarantees shall be stated in the descriptive literature or by a letter.

GENERAL CONDITIONS

1) Bidders Information

Each bid envelope shall contain **ONLY ONE** (1) Bid Proposal and shall be marked with the words "**Sealed Bid – Aerial Ladder Truck.**"

Each bid envelope shall contain the entire set of specifications. To save time for both the bidder and the City, the bidder shall fill out and complete "ARTICLE 5 CONTRACT DOCUMENT" upon submittal of the bid.

To the extent provided by statute, preference will be given to materials, products, and supplies found or produced within the State of South Dakota. (SDCL Chapter 5-19; Residential Preference Statute.)

The City reserves the right to reject all bids and unless all bids presented are rejected, the lowest responsible bid, in all cases, will be accepted. In case the low bid is not responsible or the bid is not made in accordance with the requirements of SDCL Chapter 5-19 or the low bid is withdrawn, the bid of the next lowest responsible bidder may be accepted; however, to the extent allowed by law the City reserves the right to accept the bid that is to the advantage of and is in the best interest of the City of Rapid City.

If a single payment for the **Aerial Ladder Truck**, is due, it will be made BY CHECK, within a reasonable time, after receipt and approval of the Truck, receipt of a City claim, and approval by the Common Council. Annual payments will be made for lease purchase.

The unit price of the bid must be stated on the Bidder's Proposal form, along with the extended price bid. Unit price shall take precedence over extended price; written figures shall take precedence over numerical figures.

NAME OF BIDDER: _____

ADDRESS: _____

PHONE NO.: (_____) _____ **FAX NO.:** (_____) _____

E-mail address: _____

Bidder proposes and agrees to and with the City of Rapid City, South Dakota ("City") to furnish **One (1) 100' Aerial Ladder Truck** at the following price, to-wit:

ITEM NO.	DESCRIPTION	Quantity	UNIT PRICE (numerical)	EXTENDED PRICE (numerical)
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The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for said **One (1) 100' Aerial Ladder Truck** which notice and detailed specifications are made a part of this contract as if written herein at length. The **One (1) 100' Aerial Ladder Truck** shall be delivered F.O.B., Rapid City Department of Fire & Emergency Services, Rapid City, South Dakota, 57701, within _____ calendar days (to be filled in by Bidder) after date of awarding contract.

The Bidder further agrees and states that he has read the notice calling for bids and has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein and agrees to enter into attached Contract.

NAME OF COMPANY - BIDDER

AUTHORIZED SIGNATURE

Print Name & Title

Address

Date

BIDDER MUST FILL IN ALL SPACES PROVIDED ABOVE

**CONTRACT
SUPPLIES AND EQUIPMENT
BETWEEN
SUPPLIER AND CITY OF RAPID CITY**

THIS AGREEMENT, made the _____ day of _____, 20____, by and between _____ hereinafter "Supplier," and the City of Rapid City, South Dakota, hereinafter "City," WITNESSETH:

That the Supplier and the City, for the consideration named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Supplier shall furnish all of the materials, labor and perform all of the work as described in the specifications for Supplies and Equipment entitled **One (1) 100' Aerial Ladder Truck** prepared by the Department of Fire & Emergency Services, Rapid City, South Dakota, and shall do everything required by this Contract, General Conditions, Special Conditions, and Detailed Specifications, which are hereby made a part of this Contract, including the following Addenda.

Addendum No.	Dated
_____	_____
_____	_____

ARTICLE 2. TIME OF COMPLETION

The furnishing or ordering of materials, supplies, and equipment under this Contract shall be commenced as soon as possible within the time stated in the specifications unless the specifications expressly provide for a one time delivery, it is agreed that the City may place orders under this Contract at any time or times within the Contract period. Failure to meet the terms of the Contract on or before the completion date may result in forfeiture of the Performance Bond or deposit, if any; and shall be deemed a breach of this Contract. Request for time extensions shall be made in writing to the RAPID CITY DEPARTMENT OF FIRE & EMERGENCY SERVICES at least fourteen (14) days before the Contract completion date. The City through the Department of Fire & Emergency Services will issue all time extensions.

ARTICLE 3. THE CONTRACT SUM

The City shall pay the Supplier for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

_____ Dollars (\$ _____)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon delivery of any items under this Contract, the Individual or Department specified in Article 2 for making time extensions shall satisfy himself by examination that the furnishing of supplies and equipment has been finally and fully completed in accordance with the Specifications and Contract, and shall make up the appropriate purchase order. A single payment, or annual payments, will be made as soon as possible after approval by the Common Council.

CONTRACT

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, General Conditions, Special Conditions, Addendum, Specifications, and the Bidder's Proposal together with this Agreement, form the Contract, and all are as fully a part of the Contract as if herein set forth at length.

The Supplier further agrees and states that he has read the advertisement calling for bids and has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

It is further agreed that this agreement shall be governed by the Law of the State of South Dakota and any action to determine the rights and obligations of the parties shall be venued in the 7th Judicial Circuit Court Of Pennington County, South Dakota.

IN WITNESS WHEREOF: The City of Rapid, South Dakota, its Council having duly approved this Contract, has caused this Contract to be executed in its behalf by its Mayor, hereunto duly authorized, attested thereto by its Finance Officer, and has hereto attached its corporate seal this _____ day of _____, 20____.

THE CITY OF RAPID CITY, SOUTH DAKOTA

ATTEST:

by _____
Alan Hanks, MAYOR

Jim Preston
City Finance Officer

Date _____

(SEAL)

NAME OF COMPANY

by _____
AUTHORIZED SIGNATURE

Print Name & Title

Address

Date _____