



INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE

PURCHASING DEPARTMENT

423/975-2715

WWW.JOHNSONCITYTN.ORG/PURCHASING

Bid Name / Number **STREET SWEEPER / #6070**
Due Day / Date / Time **Tuesday / September 20, 2016 / 2:30 PM**
Bid Location / Mail Address Johnson City Purchasing Department, Debbie Dillon-Director,
 209 Water Street (37601), P O Box 2150 (37605), Johnson City, TN
Bid Contact / Telephone Dean Minier (423) 975-2741; dminier@johnsoncitytn.org ;or purchasing@johnsoncitytn.org
Bid Issue Date August 30, 2016
Delivery Location Public Works/Street Divn, C/O City Garage, 209 Water Street, Johnson City, TN
FOB Destination, freight prepaid and allowed - Johnson City, TN
Payment Terms Net 30

Bidder is responsible for completing the remaining portion of this bid document

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE
1.	1 ea	2016/2017 Six wheel regenerative air street sweeper w/air conveyance as per attached specifications that are an integral part of this bid.	\$ _____
		OPTIONAL TRADE-IN ALLOWANCE: (deduct)	\$ _____
		1995 Elgin Pelican, approx.. 14,215 hrs. & 74,000 miles. Condition-working, (City#83811) Vehicle is being sold as is, where is. Inspection appointment is encouraged – no warranties expressed or implied. Photos attached.	NET \$ _____

Return two complete bid packages (cover sheet, checklists, literature, etc)
 An on-site demonstration of proposed sweeper may be required, at vendor's expense.
VEHICLE DELIVERY & ACCEPTANCE PROCEDURES ATTACHED

Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate your approval of Cooperative Purchasing Agreement. Yes No.

Bidder's Check List Place a check mark by all areas to signify compliance.
 Bid signed in ink by authorized company representative Bid prices, extensions and total verified as correct
 Addenda initialed and returned with bid, if applicable Submittals as per above

By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached Sealed Solicitation *General Terms & Conditions* and the City's *Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties and the Requirements of the Iran Divestment Act (Sealed Solicitations General Terms & Conditions #20)* contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted. Iran Divestment Act: 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 thereto 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.

SUBMITTAL INSTRUCTIONS: **Place signed bid response in a sealed envelope plainly identified on the outside in the lower left corner with the Bid Name and Number. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon-Director, P. O. Box 2150 (37605), 209 Water Street (37601) Johnson City, TN on or before the bid opening date and time.**

Firm Name _____
By _____
Address _____
Telephone _____
Fax _____
E-Mail _____

PRINTED & SIGNED

ELECTRONIC RESPONSES ARE ACCEPTABLE
VIA: <https://jc-purchasing.johnsoncitytn.org/bsa>

BID MUST BE SIGNED TO BE VALID

**CITY OF JOHNSON CITY
PUBLIC WORKS DEPARTMENT**

**BID SPECIFICATION
FOR
Six Wheel Regenerative Air Street Sweeper W/Air Conveyance**

August 2016

Bidder must complete and return this form for the bid to be considered responsive. A check mark shall be placed in the areas of specification agreement. Variations must be clearly identified in the bidder's equipment column. Failure to comply with any part of the bid specifications will not remove that bid from consideration but will indicate a variance on which the City alone will determine the importance to the overall performance of the item and suitability for the intended purpose. Equipment bid is to be new, unused and of the Manufacturer's latest model. Any omission from the specifications shall not relieve the bidder from the responsibility of furnishing a unit ready for use.

General

This specification describes a diesel powered street sweeper with a commercial Cab Over truck chassis model year 2016 or later. *Peterbilt chassis preferred due to standardization, parts inventory and familiarity of use. Award considerations will also be Chassis driver visibility, comfort, cab noise level and ride. The complete unit (Chassis and Body) must be delivered to the Fleet Mgmt. Group for inspection prior to acceptance for payment.

CITY'S SPECIFICATIONS

BIDDER'S EQUIPMENT

2016 or later model Commercial Cab Over Truck Chassis (Peterbilt preferred *) meeting dimensional characteristics listed below (State Make and Model)

Wheelbase - not to exceed 160"

Minimum 60" after frame

BBC – 100" ± 4"

List actual

Front Axle-to-Bumper – not to exceed 40"

List actual

Turn radius - (curb to curb) not to exceed 23 feet with setback axle– Please specify

GVWR- 33,000 lb. minimum (state actual GVWR as furnished)

Engine

Cummins fully electronic ISB 6.7-200 or equivalent, turbo charged diesel, with a minimum 200 HP, 520 lb-ft torque @ 1600 RPM, wet sleeve cylinder design and emission compliant. Minimum five (5) year warranty.

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BIDDER'S EQUIPMENT

Engine Block Heater - 110V AC

Transmission and Equipment

Allison 2500 Series (or approved equal) automatic transmission with a heavy duty oil cooler which includes an external oil filter.

Electronic Control Unit - standard mount, push button selector, shift control

Suspension

Front axle - 12,000 lb. min. with power steering.

Front spring - 12,000 lb. min. with taper leaf springs and shock absorbers.

Two speed rear axle - Two (2) speed rear axle shall have a minimum ratio of 6.17 for normal highway speed and must include larger brake pads for 23,000/lb. rating.

Rear suspension - 21,000 lb. Hendrickson model TAS-21 or equivalent, air suspension only with a single transport/sweep switch on the control console. Automatic height control valves on the drive axle to maintain ride height during transport with a minimum capacity of 23,000/lbs.

Frame

Heavy duty frame - Rail type, high strength, minimum 80,000 P.S.I. Note: bolt together chassis will not be acceptable. Include two front tow hooks.

Brake Equipment

Full Air Brakes - S-cam type front and rear incorporating quick change brake shoes front and rear axles. (wedge type not acceptable).

Air Brake ABS – full vehicle wheel control system

Air Comp - 18.7 CFM, Bendix Minimum

Air Dryer – Full air, heated with automatic moisture ejector.

Brake Dust Shields - **No** Brake Dust Shields on all

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BIDDER'S EQUIPMENT

wheels.

Drain Cocks – Easy access under driver step for all air tanks

Parking Brake – Spring applied rear wheel drum and shoe.

Slack Adjusters Front - (Auto)

Slack Adjusters Rear - (Auto)

Air Parking Brake - control rear wheels

Electrical

Alternator - 160-amp H/D minimum

Batteries – (2) 12-volt maintenance free, minimum 1400 CCA total w/boost off lugs on frame by batteries.

Battery Box - located on left side along frame rail approx. 35” from rear of cab with cover and tray

Chassis Lighting - halogen head-lights, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges & instrument panel, and directional lights with hazard switch. LED rear brake, turn, front and rear tail lamps.

Sweeper Auxiliary Engine-

Diesel with a four cylinder turbocharged (wet sleeve) engine with a minimum 74 hp at 2400 rpm, torque 224 lb-ft at 1600 rpm (Cummins or equal). EPA Tier 4 compliant. **Note: List warranty info.**

Engine Filters - full flow oil filter, heavy duty two stage dry element air cleaner w/safety element, fuel filter and fuel/water separator.

Engine Frame - engine, radiator and all auxiliary engine driven devices shall be isolation mounted through a dedicated engine frame.

Restriction Indicator – engine shall be equipped with a cab mounted filter restriction indicator.

Blower

CITY'S SPECIFICATIONS

BIDDER'S EQUIPMENT

Drive Unit- Shall be driven by a heavy duty power belt with manual tension adjustment.

Type- Heavy duty, wear resistant high strength material balanced for longevity. **Note: State material and open or closed turbine type).**

Blower Housing- Shall be constructed of 10-gauge steel or equivalent and lined with extended wear resistant rubber.

Bearings- Blower shall be mounted on heavy duty type bearings. **Note: State type of bearing (Sealed or Lube)**

Inspection Door- The blower housing shall have an inspection door for access to the blower.

Pickup Head

All steel fabricated spring balanced pick-up head with a minimum width of 87". Pickup head shall have a separate upper and lower chamber.

Pressure Hose- The pick-up head shall have a minimum 14" dia. head attached between the pick-up head and blower housing.

Suction Hose- The pick-up head shall have a minimum 12" suction hose that connects the blower outlet with the pick-up head. A quick disconnect coupling shall also be provided near the pickup head.

Relief Valve- An adjustable pressure relief valve shall be installed on the pressure relief side with the control mounted inside the cab.

Lifting & Lowering- Raised & lowered hydraulically with a rocker switch on the control panel inside the cab.

Runners- Side mounted adjustable steel runners with carbide inserts.

Side Brooms & Trailing Arm

Hydraulic driven motor directly mounted to the broom disc plate on each side of the sweeper along with a

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BIDDER'S EQUIPMENT

trailing arm design to accommodate vertical digger brooms.

Side Brooms – minimum 42” in dia. and protruding not less than 13” beyond the outside of the tire on the left side and 15” on the right of the chassis while sweeping. Each controlled from inside the cab by single electric rocker switches and including full side broom retract when sweeping for scrubbing action.

Sweeping Path – A minimum of 120“with both brooms in working position.

Broom Pressure – pneumatically controlled down pressure shall be adjustable by the operator from the cab while moving or stationary.

Broom Material – the broom shall be segmented and filled with a tempered steel wire a minimum of 26” in length.

Broom Speed – a variable speed control of 90 to 160 RPM shall be located in the cab and adjustable by the operator while in the moving position.

Broom Rotation – a selectable forward and reverse shall be available to the operator without leaving the cab.

Broom Lighting – each broom shall have a work light (LED) for night operation.

Broom Safety Feature – the broom rotation shall stop and rise automatically, when the transmission is placed into reverse or when the sweeper is put in transport mode or stationary.

Broom Tilt – Curb broom shall tilt and the tilt shall be controlled from inside the cab.

Broom Hour Meter- In order to log actual broom usage, an hour meter shall be installed.

Hopper

The volume capacity shall not be less than 7.3 cubic yards.

Hopper Construction – the hopper shall be constructed of a minimum 10-gauge steel and ¼” floor with a full

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BIDDER'S EQUIPMENT

lifetime warranted liner. **Note: If different material is used, please state material specs. for evaluation.**

Tilt – shall dump to an angle of not less than 48 degrees to ensure complete removal of all debris.

Unload Mechanism – shall utilize a two stage telescopic cylinder with electric toggle switches in the cab and the side of the hopper **Note:** the full dump cycle shall not exceed sixty seconds.

Lock Mechanism- the rear door shall include an automatic lock mechanism for a complete and tight seal between the hopper and the rear door.

Hopper Door – the rear door shall be opened and closed hydraulically and having the capability to open first before dumping. A minimum angle of ninety degrees shall be required for dumping.

Hopper Door Seals- the hopper shall be airtight by utilizing water resistant heavy duty reinforced rubber seals on all doors and openings.

Sweeper Deluge System- a deluge system shall be installed to accommodate the cleaning of the sweeper. The system shall include hydrant hose quick disconnects at key sweeping locations including the hopper. **Note: Detail the locations of the quick disconnects along with the number of nozzles in the hopper.**

Inspection Door- an inspection door shall be provided with easy access to the hopper for inspection. **Note: prefer to be on the right side of the hopper.**

Warning Indicator – a warning indicator light shall be available to prevent over-loading the hopper beyond the manufacturers GVW rating.

Safety Interlock – a safety interlock system shall be in place to prevent dumping without engaging the parking brake.

Unlevel Indicator – an unlevel grade indicator shall be installed in the cab. **Note: jack stands or outriggers are not acceptable during the dumping cycle.**

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BIDDER'S EQUIPMENT

Tool Box – a tool box shall be included that can accommodate general supplies as well as long handled tools such as brooms and rakes.

Spray Water System

A removable water tank shall be constructed of non-rusting material and have a capacity of no less than 240 U.S. gallons. A water level gauge shall be available inside the cab.

Pump – a diaphragm type pump shall be installed with the capability of running dry indefinitely without damaging the pump. The pump shall not contain ferrous parts in contact with water. Flow rates shall be adjustable from the cab by the operator.

Spray Nozzles – a minimum of three nozzles on each side broom along with a minimum seven (7) easy to remove water spray nozzles to be located inside the pickup head.

Water Control – water to each area shall be controlled in the cab by electrical activation switches. The water flow control valves shall be of nonferrous heavy duty “agricultural” type. A low water indicator light shall be located within the cab as well.

Flush/Wash Down – an automatic internal hopper and conveyor flush wash down system shall be installed. A manual bypass shall be included to divert hydrant water into the system without requiring the filling of the water tank. The bypass valve shall be located on the curb side of the vehicle.

Hose – the water fill hose shall not be less than 16 feet in length and equipped with a 2 ½” NST hydrant coupler and in-line filter. Also, a minimum 25’ wash down hose shall be provided.

Contamination Prevention – tank shall be equipped with an anti-siphon device that is compliant to the American National Standard Air gaps in plumbing systems ASME A112.12-1991.

Hydraulic System

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A gear driven hydraulic pump system with no less than a 23-gallon capacity. Flow capacity shall be a minimum 7.0 GPM @2500 rpm. **Note: all hydraulic lines shall be color coded and stamped every four (4) inches i.e. “Hopper Lift” etc.**

Filters – a ten micron (spin on) filter shall be equipped at the reservoir vent, return lines for drive with a bypass, within the fill spout when adding oil. **Note: a cab mounted restriction indicator shall light before bypass begins.**

Circuit Testing – all circuits shall have quick disconnect check ports.

“O” Ring – all high pressure fittings shall be O-ring face seal (ORFS) type.

Pneumatic System

A pneumatic system with DOT fittings and a separate air tank for all sweeper components.

Pressure Protector – A PR4 type pressure protector is required for the chassis air system.

Cylinders – all pneumatic cylinders shall be interchangeable and rated at 150 PSI with a separate rod seal and wiper to prevent contamination.

Filter System- shall be capable of filtering contaminants at a minimum five (5) microns.

Electrical System

An electrical system that is independent from the chassis system with all electrical circuits protected by circuit breakers or fuses.

Alarms/Warning Lights – an electronic back-up alarm, warning lights for hydraulic filter restriction, air filter, hopper up/full load and voltage.

Sweeper Lighting – rear identification lights, rear clearance, arrow board and side brooms. **All “LED”**

Wiring Harness – the wiring harness shall be color

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coded and hot stamped with appropriate word designation labeled every four inches, i.e. “Ignition”, “Side Broom” etc. on each wire.

Strobe/Beacon – a federal strobe light shall be provided along with a special metal construction to protect the rear strobe light. Also, a mounting provision for a strobe to the hopper assembly and include a rear backup camera.

Sweeper Engine- the sweeper engine shall be a 12-volt system with a minimum 95 amp. alternator.

Controls

Controls shall be mounted on a fixed central console located to the left of the right side only operators position.

Control Functions – functions shall include all sweep, hopper and lighting. **Note: rocker switches shall be utilized for sweep, spray water and lighting functions. Membrane or touch pad switches are not acceptable.**

Auxiliary Engine Controls- engine ignition and throttle along with side broom pressure and manual reset circuit breakers shall be located on the console.

Sweep Controls- shall include sweep/resume, auto raise when in reverse. Previous set functions which include pickup head position, side broom and broom tilt.

Sweeper Instruments

Instruments shall include a hopper full indicator, main broom down pressure, hydraulic filter restriction indicator, sweeper out of level indicator, no spray water indicator, a “raised” hopper indicator and “full” hopper indicator.

Sweeper Engine - instruments shall include tachometer, hour meter, oil pressure gauge and lamp, low coolant level lamp, voltage, auxiliary engine running lamp, coolant temperature gauge and lamp, air filter restriction indicator.

Air Pressure Gauges – two in cab sweeper console mounted gauges that indicate the air pressure being

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used to hold the side brooms in the down position. One gauge for each side broom. Include hour meter gauge for usage.

Vacuum Enhancer- an in cab switch for increasing vacuum level for the open/close of the pickup head for heavy debris.

Cab

A maximum visibility cab with a forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8'.

Steering – shall be full power with right side steer only and operator controls only with tilt adjustment.

Driver Seat – air suspension, high back, cloth with mechanical lumbar support. Fold down arm rests left and right side.

Passenger Seat – std. trim with cloth upholstery and under the seat tool box.

Mirrors – two heated and remote controlled west coast style mirrors with a lower 8" convex lens mounted to the west coast mirror (RH).

Switches – rocker switches shall control hydraulic functions on the control panel located in the cab. switches shall be illuminated and clearly identified by name and symbol.

Cab Environment – fully air-conditioned including a fresh air heater/ventilator/defroster with full flow through ventilation. Acoustical insulation, automotive type trim with center sweeper console. Dash shall be faced with soft molded plastic.

Wipers – intermittent functionality.

Radio – am/fm radio with speakers.

Doors/Windows – doors shall be roll up type and keyed alike. Tinted safety glass with side window defogger.

Other – the driver and passenger side of the cab

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shall have adjustable sun visors. A 12V power supply shall be located in the cab.

Chassis Instruments

Right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge and volt gauge.

Warning Light & Chime – for low coolant level and high coolant temperature. Warning lights for battery and cab latch.

Tires & Wheels

Front Tire Size & Mfg. – Tubeless radial 11R22.5-14 ply with a “G” rating. Unisteel G159 preferred.

Front Wheels – Alcoa Ultra 22.5X9.00 10-hub Pilot polished 5.99 inset aluminum front wheels with chrome wheel nut covers preferred.

Rear Tire Size & Mfg. – Tubeless radial 11R22.5-14 ply with a “G” rating. Unisteel G159 preferred.

Rear Wheel – Alcoa LVL 22.5X8.25 10-hub Pilot polished disc rear wheels outside and steel inside with chrome wheel nut covers outside.

Other Items

Color – White. **Note: polyester powder coat material at a minimum of two (2) mils thick. Acrylic enamels or polyurethanes are not acceptable.**

Front & Rear mud flaps - one pair

Fuel/water separator- for fuel system

Shop service manuals: Shop Service manuals/DVD’s shall be provided for body and hydraulics, engine and transmission. Manuals shall consist of complete sets of schematic drawings and replaceable parts, brand names and part numbers of body, sub frame, hardware, etc. **Note: Two sets required.**

Lubricant/filters: Successful vendor will be required to

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provide a detailed list of filters, recommended lubricant viscosities & any other warranty requirements associated with proposed unit.

BIDDER'S EQUIPMENT

Training – Vendor shall provide a DVD of mechanic’s service training materials covering service techniques, to accompany delivery of unit, the City requires training for two (2) mechanics at customer’s location.

Note: *No cost to the city.*

Exceptions – State any and all exceptions to specifications not noted previously.

Each unit: Delivered complete with a minimum of (50) gallons of fuel and **6 sets of keys**. No dealer advertising logos or decals shall be affixed to these units prior to delivery. Vehicles to undergo pre-delivery inspection by the dealer.

BIDDER MUST COMPLETE AND RETURN THIS FORM FOR EACH UNIT BID:

Brand/Model: _____

Service Information: Vendor to state location of authorized service facility and average response time, as this may be a consideration in the bid award.

Service Location

Response Time

Warranty:

Manufacturer's warranty shall include all parts and labor. Also, all hydraulic cylinders shall have a five (5) year unconditional warranty. All defect and warranty work shall be repaired on site or at the manufacturers facility at no charge to the customer. Transportation shall also be the responsibility of the manufacturer. **Note: List all extended warranty information and associated costs (engine, transmission, etc):**

Delivery: Vendor to state the best possible delivery date of entire unit, as this may be a consideration in the bid award.



VEHICLE/EQUIPMENT DELIVERY & ACCEPTANCE PROCEDURES

ACCEPTANCE: DELIVERY DOES NOT MEAN ACCEPTANCE. ALL VEHICLES/EQUIPMENT ARE SUBJECT TO INSPECTION TO ESTABLISH CONFORMITY TO SPECIFICATIONS PRIOR TO ACCEPTANCE.

1. Prior to delivery (if applicable):
 - Tires are to be inspected to insure proper inflation levels.
 - All fluid levels to be checked and corrected as needed.
 - Remove any unnecessary manufacturer's tape, stickers, decals, labels or other items except for the itemized window sticker with e.p.a. fuel economy estimates.
 - Vehicle is to be test driven and all features are to be checked to insure proper operation.
 - Any final assembly or installation of features, equipment or any options must be completed prior to delivery.
 - All necessary repairs and/or adjustments must be made prior to delivery.
2. Vendor must give Fleet Management 24-hour notice prior to delivery (423) 975-2751.
3. Delivery shall be made during regular working hours, Monday through Friday, excluding Holidays.
4. Vehicle or equipment will not be accepted if delivered to the wrong address.
5. Vendor must bring original specification sheets with delivery and **MUST** provide certificate of origin when a vehicle is delivered.
6. Vendor must agree to sign the Acknowledgement of Receipt form (*sample form attached*) at time of vehicle/equipment delivery.
7. City has 48 hours (excluding weekends, Holidays, vacation leave) to inspect vehicle/equipment for specification compliance.



ACKNOWLEDGEMENT OF RECEIPT VEHICLE/EQUIPMENT DELIVERY

The City of Johnson City acknowledges receipt of the following described vehicle or equipment:

Year	Make	Model	VIN	Price

Above described property was delivered to the specified location.

The City, by accepting receipt of this vehicle(s) or equipment, does not provide insurance coverage on the vehicle(s) or equipment and further declares that inspection has not been completed to determine compliance with City specifications. The City shall take ownership of and provide insurance on vehicles and equipment only after the City ascertains that the vehicles or equipment comply with City specifications. The City reserves the right to reject any non-conforming tender or delivery of vehicles, goods, or equipment.

City Representative

Date

Vendor

Vendor Representative

Date



CITY OF JOHNSON CITY, TENNESSEE
<http://www.johnsoncitytn.org/purchasing>

**SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS
(Read Carefully)**

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp/rfq does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfp's/rfq', to waive informalities and to accept the bid/rfp judged to be in the best interest of the City.

2. ADDENDA

Addendum's will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge any or all addenda's issued for a solicitation. No addenda will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended

3. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

4. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

5. BID TABULATIONS/RFP/RFQ RESPONSES

Bid tabulations and RFP/RFQ respondent's lists will be posted and available the next business day on our above website. Select "awarded/opened solicitations".

6. BRAND NAMES

By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

7. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

8. CONSTRUCTION DOCUMENTS

If a fee is required for bid documents then only those bidders of record with the issuing office are eligible to bid.

9. COOPERATIVE PURCHASING:

Bidders/Proposers are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

10. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitations, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

11. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

12. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

13. EQUAL OPPORTUNITY

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

14. EVALUATION

Bids/RFP's/RFQ's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

15. EXAMINATION OF BIDS/RFP'S/RFQ'S

Bids and associated documents may be examined at the opening. Only the name of the respondent is read aloud for RFP'S/RFQ'S. All solicitations are closed for review and inspection during the evaluation period, prior to award.

16. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

17. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

18. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

19. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

20. IRAN DIVESTMENT ACT OF 2014

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee currently uses the State of South Carolina's list, available here: https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act-July.pdf

21. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

22. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

23. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

24. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

25. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any City employee

26. PRE-BID MEETING ATTENDANCE

If attendance is mandatory then only those firms whose names are listed on the pre-bid attendance roster are eligible to submit a solicitation.

27. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

28. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after award, in compliance with Tennessee Statutes.

29. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City or Cash) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

30. QUESTIONS

Questions must be received by the City at least four (4) working days prior to the scheduled opening. No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum. ,

31. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA/TOSHA and any related standards thereto.

32. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

33. SEALED SOLICITATION OPENINGS

Bids will be read aloud at the specified date and time as stated in the document. RFP's/RFQ'S respondent names will be read aloud. All openings are public meetings. Bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

34. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in Ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

35. SUBMITTAL OF SEALED BIDS/RFP'S/RFQ'S

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those posted at: <https://purchasing.johnsoncitytn.org/bsol/>. **Paper bids shall be sealed in an envelope and may be required to include one (1) electronic (CD or flashdrive) copy of the entire submittal. The electronic version shall be an exact duplicate of the original, and the electronic version will become the official document.** No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late submittals will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

36. TAXES

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

37. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

38. WARRANTY

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS
BETWEEN THE CITY OF JOHNSON CITY
AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive or limit any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any

party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.

5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.

6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.

7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.

8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.

9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion without

cause. In the event the City terminates without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract without cause.

10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.

11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.

12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.

14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the

statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.

15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.

16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.

17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.

18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.

19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, including but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at

the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.

20. No person or entity shall respond to a request for bid or request for proposal with any terms or conditions that might change, alter, amend, or differ with the specifications, terms, or conditions originally provided by the City in its initial request for bids or proposals.

21. The City, as the owner of real property that is the subject of or in any way connected to any bid, request for proposal, or contract, hereby grants to the successful bidder/proposer/contractor the general management of the real property during the time that work is being performed, and the City agrees to transfer information specified in OSHA regulations at 29 CFR §1926.1203(h)(1), so that TOSHA/OSHA shall treat the successful bidder/proposer/contractor as the host employer when working in confined spaces. This paragraph applies only to those areas where the successful bidder/proposer/contractor has access to and performs work within confined spaces as defined in federal OSHA regulations. The successful bidder shall comply with all federal OSHA and state TOSHA regulations, including those regarding confined spaces.

January 6, 2016



STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via e-mail or fax: purchasing@johnsoncitytn.org; 423-975-2712.

We value your feedback and ask that you complete the following:

Solicitation No.: # _____
Solicitation Name: _____

We, the undersigned, decline to submit on the above bid/proposal for the following reason(s):

- _____ Insufficient time to adequately prepare a response
- _____ Our company does not offer this product or service. Remove us from the vendor list
- _____ Our schedule will not permit us to perform in a timely manner
- _____ We are unable to meet bond requirements
- _____ We are unable to meet insurance requirements
- _____ We are unable to offer comparable product or service
- _____ We are unable to meet specifications (explain below)

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: _____
Address: _____
Signature: _____
Telephone: _____
E-mail: _____
Date: _____





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ELGIN PELICAN Series SE

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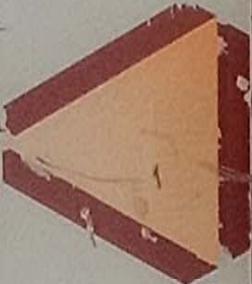
Amstar
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Panera Bread
Natural Whole Grain
White Flour
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10/11/11
LOT 11111111
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PANERA BREAD
72/1oz
POTATO CHIPS



Parking Brake

Transmission

Engine Throttle

Control panel for the boom system with various levers and buttons:

- Top row: **Stop** (stop icon), **Reverse** (reverse icon), **Forward** (forward icon)
- Middle row: **Left Side Boom Right** (left boom icon), **Lower** (lower icon), **Lower** (lower icon), **Lower** (lower icon)
- Bottom row: **Main Boom/Conveyor** (main boom icon), **Reverse** (reverse icon), **Raise** (raise icon), **Raise** (raise icon), **Raise** (raise icon)

Central control panel with a key and various switches:

- Top: **Ignition Key** (key icon)
- Middle: **Start** (start icon), **Stop** (stop icon), **Emergency Stop** (emergency stop icon), **Light** (light icon), **Light** (light icon)
- Bottom: **Power** (power icon)



PELICAN

Instrument cluster with multiple gauges and indicators:

- Top row: **Oil Pressure** (oil pressure icon), **Water Temp** (water temp icon), **Engine Temp** (engine temp icon)
- Middle row: **Speedometer** (speedometer icon), **Tachometer** (tachometer icon), **Hourmeter** (hourmeter icon)
- Bottom row: **Alternator** (alternator icon), **Battery** (battery icon), **Water Level** (water level icon)



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