



INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE
PURCHASING DEPARTMENT
423/975-2716

Bid Name / Number: FLEET AND FUEL MANAGEMENT SYSTEM / #5654
Due Day / Date / Time: Tuesday / November 20, 2012 / 2:00 PM
Bid Location / Address: Johnson City Purchasing Department, Debbie Dillon-Director,
 209 Water Street (37601), P O Box 2150 (37605), Johnson City, TN
Bid Contact: Tim Henley / (423) 975-2747 thenley@johnsoncitytn.org or vharless@johnsoncitytn.org
Bid Issue Date: October 30, 2012
Project Location: Motor Transport Department, 209 Water Street, Johnson City, TN 37601
FOB: Destination
Payment Terms: Net 30

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

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	TOTAL
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Fleet and Fuel Management System as per attached specifications and price sheets which are an integral part of this bid package.

Completed bid submittals:

Bid cover sheet

Price sheet

Insurance documents

Specification checklists

Alternate system specifications/ brochures & references

Drug Free Workplace Affidavit

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

By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached *Bid/RFP General Terms & Conditions* and the City's *Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties* contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted.

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. Mail or deliver 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 _____

TYPED & SIGNED

Address _____

Telephone _____

Fax _____

ELECTRONIC RESPONSES ARE NOT ACCEPTABLE AT THIS TIME

E-Mail _____

BID MUST BE SIGNED TO BE VALID

FLEET & FUEL MANAGEMENT SYSTEM

1.0 Bidders Instructions

October 2012

1. SCOPE

- 1.1 Provide all parts, labor, materials and equipment as necessary to install a Fleet and Fuel Management System as per these specifications which are an integral part of the bid.
- 1.2 Include complete system installation of new system and removal of current (old) Gasboy hardware, electrical wiring, terminals, and any associated hardware. The installation must include any and all electrical work and wiring, if needed. The city will provide Ethernet connection to the Islander-Plus Terminals at both sites; all other installation/integration must be included in the installation pricing.
- 1.3 Installation pricing must include connecting and wiring the system at the main site to the existing backup generator. After installation, the system and pumps at the main site shall be fully functional during a power loss utilizing the backup generator.
- 1.4 The system must be installed and maintained by manufacturer trained technicians. The vendor shall provide parts & labor warranty for the system and any associated hardware for an additional 12 months beyond the manufacturer's warranty.
- 1.5 Installation and all work must be complete 90 days after the order has been submitted. Two complete sets of operation, parts, and service manuals must be provided.
- 1.6 Manufacturer software and hardware technical support shall begin 14 days prior to the installation, or on the same day the Fleet Head software and hardware are received.
- 1.7 Provide 12 hours of manufacturer software/hardware training after the install has been completed at both sites
- 1.8 14 days prior to installation, the Fleet Head Software, 1.200 Mifare Tags, Mifare Pod (reader), and any other associated hardware must delivered to allow input of city vehicle numbers, pin codes, fuel product information/capacities and any other associated information. The input process will be entered by the City along with technical support from the manufacturer and finished before the installation can proceed.

2. BID AWARD

- 2.1 Bid award will be on a total basis to the vendor offering the lowest and most responsive bid that meets our requirements as outlined in this document.
- 2.3 The City reserves the right to choose the bid or bids that will be in the City's best interest. Products offered, warranty, service and vendor past performance will also be a consideration.

3. GUARANTEE/WARRANTY

All work (materials and labor) shall be guaranteed for a minimum of one year from date of project acceptance. Bidder to indicate warranty/guarantee period on system proposed (hardware and installation).

4. LICENSES, FEES, PERMITS

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

5. SITE INSPECTION

Vendors are required (MANDATORY) to visit the site to familiarize themselves with the jobsite conditions, work and materials necessary to complete the project prior to submitting a bid. Vendor responsible for any/all measurements as necessary. Contact Tim Henley at 423/975-2747 to arrange an appointment.

6. INSURANCE

The attached Insurance Checklist (which includes a section for the Insurance agent to fill-out) and General Contract Form must be completed and returned with the bid package. Successful vendor shall provide certificate of insurance, as specified, prior to contract release by Purchasing.

7. MEASURE AND PAYMENT

This project shall be paid within 30 days following completion of work and satisfactory inspection and approval of the City.

8. DRUG FREE WORKPLACE

All bidders must execute the enclosed Drug Free Workplace Affidavit to verify compliance with TCA 50-9-113 and return same with bid response. Failure to comply with this requirement will declare that bid non-responsive.

SECTION I – PURPOSE OF THE DRUG & ALCOHOL TESTING PROGRAM

The City of Johnson City recognizes its responsibility to provide safe and efficient operations for our employees, our citizens and the general public. Our commitment to provide safe and efficient operations is shown by the implementation of programs and procedures which ensure compliance with appropriate safety measures, as well as the letter and intent of all applicable laws and regulations. There is sufficient evidence to conclude that the use of illegal drug/alcohol; drug/alcohol dependence and drug/alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs, alcohol and/or narcotics by employees of the City is a crime in this jurisdiction and is clearly unacceptable. Therefore, the City of Johnson City has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure the drug tests and alcohol tests are conducted on safety-sensitive positions in the categories of: pre-employment, random testing, suspicion testing, and return-to-duty testing.

To comply with TCA Title 50 Chapter 9 Part 1, all bidders and/or those proposing to do service with the City must have a testing program of the same or better than the requirements of the City of Johnson City.

9. SYSTEM PROPOSED

- 9.1 System shall be Gasboy PLUS system or approved equal (compatible with existing system).
- 9.2 The proposed system must conform to ISO 9001:2000 standards for quality management systems. System shall be UL and cUL approved.
- 9.3 The system shall integrate with current Veeder Root, and must be expandable for future expansions in the number of: fuel sites, vehicles, drivers, dispensers and nozzles.
- 9.4 System shall integrate with current CFA fleet software. The manufacturer is required to work with CFA technical support/programmers and provide all required information along with technical support. The system manufacturer will be required to fill out CFA's required document detailing integration requirements. The integration will be done after the full installation and the fuel system is live and functioning properly.
- 9.5 System manufacturer must have a minimum of ten (10) years' experience in the design and manufacture of fuel management equipment.

**FLEET AND FUEL MANAGEMENT SYSTEM
SPECIFICATIONS**

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. Variances must be clearly identified in the bidder's 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 System ready for use.

City's Specifications

Bidder's System

2.0 Fueling Procedure

The system shall allow automated and manual fueling. _____

In the fully automated mode, all control, authorization and accounting operations will be conducted automatically by the fuel management system with no manual input required by the operator using the fuel facility. The automated fueling procedure shall be as follows: _____

The system shall automatically identify the vehicle when the fuel nozzle is inserted into the vehicle's fuel inlet. _____

The system shall turn on the corresponding fuel dispenser only if the vehicle is authorized for fueling as determined by the site controller set of conditions as described hereafter. _____

The system shall automatically suspend fueling if the nozzle is removed from the vehicle fuel inlet or no pulses are detected from the fueling pump. The system shall append to the same transaction if the nozzle is re-inserted into the same vehicle within a specified period of time. The transaction shall be terminated if the specified period of time elapses or if the dispenser is turned off. _____

When vehicle data modules are installed, the controller shall store the fuel transactions, odometer reading and engine hour. _____

The system shall also have the capability to capture other vehicle data such as idle time, speeding, distance, PTO, oil level and pressure, two auxiliary engine hour timers, engine temperature, tire pressure, fuel consumption and fuel level, a sudden drop in fuel level, and other On-Board Diagnostic (OBD) vehicle error codes into a centralized management and reporting system. _____

In manual fueling, a contactless Mifare tag or Mifare card and/or Magnetic stripe card and a keypad shall be available as alternative method for initiating a fueling transaction. HID reader and Gasboy Fleet Keys shall be available as an option. _____

A two stage authorization process shall be provided by identifying both the vehicle and the driver prior to refueling. Both driver and vehicles IDs should be stored in the transaction. The two stage authorization process should be flexible enough to link the vehicle device either to a specific driver or to a list of drivers. _____

3.0 System Description

3.1 System Configuration

The **site controller** shall be a stand-alone unit comprising all required peripherals including the central processing unit, display panel, pump control module, communication modules, and optional receipt printer. The site controller shall be web enabled to allow independent real-time control, monitoring and reporting via the web using user ID with password and SSL protected link (<https://>). _____

In the automated mode, the **passive fuel ring** installed in the vehicle shall be used for automated fuel authorization.

The site controller shall have a **wireless gateway terminal** to communicate to all forecourt devices including the wireless nozzle readers and vehicle data modules.

The **wireless nozzle reader** shall communicate with the passive fuel ring for fuel authorization

The wireless gateway shall communicate with the **wireless vehicle data modules** to retrieve data such as odometer reading, engine hours, and other OBD codes.

The site controller shall communicate with a central high performance server or dedicated host PC computer for the purpose of centralized control and monitoring of multiple sites.

Refueling shall take place regardless of the connectivity to the host computer. Refueling limits and restrictions shall be 'pushed' from the host computer to all fuel site controllers enabling off-line refueling with limits and restrictions also when communication is not available. A time limit should be provided for off-line activity to block possible 'break' of the limits by refueling in several sites through the off-line mode.

3.2 System Operation

Upon insertion of the nozzle into the vehicle fuel inlet the wireless nozzle reader shall communicate with the passive fuel ring, retrieve data for fuel authorization, and transmit the data to the wireless gateway.

If the vehicle has a vehicle data module installed, the wireless gateway shall detect the vehicle within 45 ft. and retrieve data such as an odometer reading, engine hours, and OBD codes from the vehicle data module.

The wireless gateway shall append the fuel ring data to the vehicle module data and transfer it to the site controller. The site controller shall authenticate the data retrieved from the vehicle and check it against the existing set of limits and restrictions. If all conditions are met, the site controller shall authorize immediate refueling.

If the nozzle is removed during the refueling process, the wireless nozzle reader shall detect the removal and shall send an indication through the wireless gateway to suspend refueling. When the nozzle is reinserted within a specified (configurable) period of time, refueling shall resume.

The site controller shall authenticate the data retrieved from the vehicle and check it against the existing set of limits and restrictions. If all conditions are met, the site controller shall authorize immediate refueling.

If the nozzle is removed during the refueling process, the wireless nozzle reader shall detect the removal and shall send an indication through the wireless gateway to suspend refueling. When the nozzle is reinserted within a specified (configurable) period of time, refueling shall resume.

At the end of the refueling process, the nozzle is reinserted into the dispenser cradle and the transaction data is sent from the site controller to the host computer.

Vehicle not installed with passive fuel ring shall have the possibility to use manual authorizing devices including Mifare cards or tags, Magnetic cards, keypad entry, and optional HID cards and Gasboy Fleet Keys.

4.0 Site Controller - Islander PLUS/CFN PLUS

4.1 General

. The site controller shall control up to 8 mechanical hoses in one terminal. Hose extension controls shall be available in modules of 4 hoses. The site controller must be capable of controlling up to 32 hoses at a single site and through one single terminal, either mechanical or electronic registration.

The site controller shall store up to 25,000 transactions and 50,000 vehicles/devices with the ability to set limitations and restrictions.

The site controller shall be available for refueling 24/7.

Site controller shall work in online and off-line modes, in case of communication failures with the FHO software.

When communication is established again, the system shall synchronize data automatically.

The site controller shall have an embedded hardware platform designed to survive the harsh fueling depot environment.

The site controller shall use a solid state Flash disk and RTC (Real Time Clock) with back up, along with surge suppressors for transient and noise immunity.

The system shall include a power fail recovery mechanism.

The CPU shall have no edge connectors and no hard disk (no moving parts)

The site controller shall have a high level data protection through two separate isolated TCP/IP Ethernet network ports. One port shall be used for site peripherals interface and the second port for external communication to the network (Remote access, host computer and 3rd party systems) protected by SSL security. The outside link could use a local modem connection through PPP protocol for TCP/IP communication, cellular, or dial-in type modems.

The site controller shall have the following additional capabilities:

- Secured remote capabilities for monitoring, management and maintenance activities
- Flexible with all types of communication including TCP/IP, wireless Ethernet bridge modems, satellite communications, and dial-up analog modem.
- Web enabled reporting and alarms for Tank Level Sensing (TLS) systems (Veeder Root-350 and VR-450 protocols)
- Fuel management software for reconciliation reports
- Accessible via Internet browser to control and monitor the system. No requirement to install dedicated software.
- Real time web-based dynamic graphical monitoring and control of dispensers
- Remotely open a pump and limit the quantity to a specific transaction
- Able to update fuel price at a specific time
- Remote maintenance, remote troubleshoot and remote software upgrades of the various Components of the system

The following physical, electrical and environmental specifications shall be provided:

- Supply voltage: 100 – 240 VAC
- Power consumption: 2A max.
- Operating temperature: -22 F to +158 F (-30 C to +70 C)
- Communication interface: RS-485–9600 bps, Half-Duplex, RS-232, Ethernet RJ-45-10 Mbps, EIA 802.15.4

4.2 Tank Level Sensing (TLS) Interface

The site controller shall support Veeder Root TLS 350 and Veeder Root TLS 450 protocols

The TLS will be connected to the site controller via TCP/IP communication port or the RS-232 port to allow fuel management capabilities

The site controller shall have the possibility to define the following communication parameters; Baud rate, Parity, Data bit, Stop bit, Flow control The site controller shall collect the following data from TLS equipment:

- 12:00 midnight shift inventory volume for tanks
- Tank inventory level ; CSLD (Leak Detection) status – Pass/Fail
- Fuel delivery information; Water Level
- Water levels, Temperature, Alarms (Leak, Overfill, Sump, Sensor, etc)
- Alarms shall flash continuously on the main screen and could be sent via email

4.3 The Pedestal

The pedestal shall be a slim (9.5"x9.5"x61") powder coated metal designed for easy installation and service.

The paint application for the entire pedestal terminal shall consist of a positive/negative charged ionization process for superior bonding. All materials shall be tested to sustain Oil, Fuel, Sun, Water and Salt.

The pedestal shall allow front door access for maintenance and wiring and shall enable flexible installation on the fueling island.

The pedestal display panel shall consist of:

- Top illumination utilizing an array of high intensity blue LED's
- 5" wide x 1.6" high display window
- 4 lines, 20 characters (1/4" height) each, or optional graphic LCD
- LCD operates well in all lightening conditions
- 16 functional keys. The keys shall be rugged and made of metal for higher reliability and longer life (flexible plastic key caps will not be acceptable).
- The key's sensors shall use **piezoelectric technology** for highest reliability
- Magnetic Card Reader
- Mifare Card/Tag Reader

4.4 Receipt Printer (optional)

Optional outdoor receipt printer with 1,000 ft. paper roll including automatic paper cutter and alarms indicating low-paper and paper-out (alarms shall be available via email and displayed online with secured access)

4.5 Site Controller Software

The system shall be based on web server technology and enable easy secured (SSL) remote access through the network using a standard PC with an internet browser, without the need for any other software application. The browser interface shall allow control and monitoring, maintenance activities, report generation with advanced filters and templates, graphical monitoring of fuel levels, on-line pump monitoring and more.

The system shall provide flexibility when searching for data within the system without the need for prior Knowledge in SQL or other query languages.

The site controller shall support mechanical and electronic dispensers. All links shall be protected and isolated for maximum reliability.

The system shall store transaction data as well as driver and vehicle records into its database using FLASH disk Other critical data such as fueling limits and restrictions shall also be stored in the database.

The system shall use the following authorization devices:

- Passive fuel rings
- Vehicle data modules
- Mifare cards or tags
- Mag. Cards (track 2 and 3)
- Keyboard entry authorization
- Optional HID reader
- Optional heritage Gasboy Fleetkeys
-

Authorization schemes shall include the following scenarios:

- Single device authorization
- Two stage authorization (based on two authorization devices)
- Add-on keyboard entries: PIN code, vehicle ID, odometer reading, engine hours

The system shall have the option to collect data from driver before refueling, such as: PIN, Odometer, vehicle ID, etc.

The system shall provide odometer reasonability checks

The site controller shall allow the possibility to work offline with all limits and restrictions

The site controller and the Fleet Head Office software shall allow heritage Gasboy Series 1000 Magnetic cards and Gasboy Fleetkey devices from existing systems to be read and fully integrated into the database of the site controller and FHO software. The 1000 series card and Fleetkey device data – for example, card or key format,

fuel limits, fuel authorizations, System ID, PIN key, etc.- shall be read at first use and placed into a Negative list. When the site controller automatically uploads the transaction to the database, a new Positive device list table will be created in the site controller's and FHO's database. Once the device list is created then all future refueling will be fully automatic based upon the Positive list of accepted devices.

System shall have the option to approve or decline refueling according to pre-defined limits and restrictions for the specific unit. Such limitations shall include:

- Limit of daily, weekly and monthly refueling volume or sales amount.
- Enable or disable vehicle refueling on specific days (weekdays for example) and/or specific time slots within a day (night time for example)
- Limit the maximum refueling sessions for a specific vehicle per day, week or month.
- Block specific stations for a specific vehicle (if vehicle is restricted for operation in a specific zone).
- Restriction of specific fuel types for refueling of a specific vehicle.

5.0 Wireless Gateway - WGT

The wireless gateway shall be installed in the site controller.

The wireless gateway shall retrieve data from the passive fuel ring and the vehicle data modules.

The wireless gateway shall decrypt the protected data and send the complete vehicle information to the site controller using a TCP/IP Ethernet link.

The wireless gateway shall include two wireless channels (802.15.4) with two antennas that work simultaneously to overcome possible blocking of the RF or channel

The wireless gateway shall communicate with the wireless nozzle reader and the vehicle data modules using a short range 2.4 GHz wireless communication.

The wireless gateway shall identify the vehicle within 45 feet

6.0 Wireless Nozzle Reader - WNR

The wireless nozzle reader shall not have any wires

The wireless nozzle reader shall read the data off the passive fuel ring (mounted around the vehicle fuel inlet) and transmit the encrypted data over wireless link to the wireless gateway

The wireless nozzle reader shall read the passive fuel ring using contact-less technology with anti-spoofing mechanism to protect against cloning of vehicle devices (recording the pattern that is transmitted by a specific vehicle and creating a clone).

The wireless nozzle reader shall transmit the encrypted fuel ring data to the wireless gateway installed in the fuel island using a 2.4 GHz encrypted wireless network communication

The wireless nozzle reader shall be a self-contained unit installed on the nozzle. No wires shall be connected to the wireless nozzle reader.

The wireless nozzle reader shall have a customized design for most common nozzle types. A special version shall be available to fit high speed nozzles such as Posilock and Wiggins.

The wireless nozzle reader shall fit onto existing fueling nozzles and cradles of most common dispensers.

The wireless nozzle reader shall be designed from glass-reinforced nylon enabling it to survive harsh fuel environment, mechanical impacts and to withstand ozone, UV and strokes.

The wireless nozzle reader shall survive multiple 4 feet drop test on concrete, fuel and oil materials, IP-54 rain and solar radiation.

The wireless nozzle reader shall have a green LED light to indicate:

- The wireless nozzle reader has detected a passive fuel ring
- The wireless nozzle reader is in operation

7.0 Passive Fuel Ring - FuelOpass

The passive fuel ring shall be mounted around the vehicle fuel inlet.

The passive fuel ring encrypted data shall be read by the wireless nozzle reader using RFID contact-less technology.

The passive fuel ring shall be a low cost device designed for vehicle identification and fuel transaction recording only.

The fuel ring shall be made of an electrical coil encased in a molded plastic and attached to an ID chip.

The fuel ring shall have the following characteristics:

- Does not require a hard-wire connection to vehicle module
- Passive transponder (No power source required)
- No wiring
- No RF interferences.
- Easy to install (No professional man power shall be required)
- Install within a few minutes
- Available in various sizes to meet most vehicle requirements
- The ID chip shall have an anti-theft and tamper resistant design that will destroy the ID chip when it is removed from the vehicle

The passive fuel ring shall have the following environmental specifications:

- Operating temperature range: -40C to +85C
- Bounce and vibration to meet automotive requirements

8.0 Vehicle Data Modules - DataPass+

The following vehicle data modules shall be available:

8.1 Vehicle data module for OBDII – DataPass+

The following types shall be available:

Type 1: Plug-in vehicle data bus module for CAN/OBD interface

Type 2: Plug-in vehicle data bus module for K-Line/OBD interface

Type 1 and Type 2 shall be miniature plug-in wireless devices requiring no external power connection. The micro modules shall plug in into the vehicle diagnostic connector (OBD) intended for light duty vehicles.

Software updates to the vehicle data bus modules shall be accomplished through the site controller.

The vehicle module shall be capable to be installed on any vehicle type

The vehicle data bus modules shall be easily installed by non-technical personnel.

8.2 Vehicle data module for J1708 and J1939 – DataPass+

The vehicle module shall be a miniature wireless device. The module shall be wired to the vehicle diagnostic connector (J1708 or J1939) intended for heavy vehicles and trucks and will also be able to connect to older vehicle which have vehicle speed sensor (VSS) for odometer reading and engine hour reading.

9.0 Wireless Programmer

Only one wireless programmer shall be required to program all the system devices.

Shall be capable of programming the wireless nozzle reader, passive fuel ring and vehicle data modules.

The Programmer shall have a menu driven alphanumeric and character keypad with display.

The Programmer shall be powered by rechargeable batteries with power supply

Shall be able to check, in easy English text, correct information transmitted from the various devices.

10.0 Host Software

10.1 General

The software shall support multiple fuel site controllers and allow data consolidation. _____

The software shall support multiple fleets and multiple departments. _____

The software shall synchronize data with all sites. _____

The software shall be used as a centralized issuing and programming facility for passive fuel rings, vehicle data modules and Mifare tags. _____

The software shall be installed on the host computer running Windows operating system and SQL database that supports ODBC connectivity. _____

The system shall be a centralized web server communicating with all sites to provide centralized data base and on-line network access for fleet managers, key personnel and remote maintenance entities. _____

The software shall communicate with all sites to provide 24/7 on-line access through the network. _____

The software shall create and control several fleets and departments and support different privilege levels for limited access for different users (for example, a specific Fleet manager shall only be able to manage only his fleet vehicles). _____

The software shall provide advanced on-line services for multiple sites and multiple fleets in a region. _____

The host software web interface shall use SSL security. _____

The software shall provide secure log-in through the Web for each fleet manager, for monitoring & control and report generation including exception reports. _____

The host software application can interface to other applications via Web Services, import and export of files to FTP and ODBC standard. _____

The software shall allow Exporting data to different file formats (using a dropdown menu) such as CSV, TXT, and XML. _____

The user interface for all software components shall be a web browser. _____

Mifare tags, fuel ring and vehicle modules shall be defined and associated with unique numbers to the fleet vehicles. _____

11.2 Limits and Restrictions

Host software shall allow limits and restrictions to be configured either by an authorized user or imported from a different external system (using the import/export). _____

The rules shall be transferred to every site controller to enable off-line activity in case of communication failure; hence a fuel site will be able to refuel a vehicle within its set of limits and restrictions, when communication is down. _____

The limits shall be 'pushed' into the site controller at a predefined time or for a predefined period of time. Site controllers can also use the limits in an off-line mode (in case of communication failure). _____

There shall be a graceful period of time (parametric) for this off-line mode since the vehicle could refuel also in other sites (above its limits) while the sites are disconnected from the host computer. _____

Customizable vehicle and driver limits and restrictions shall include: _____

- Limit of daily, weekly and monthly refueling volume in gallons as well as in currency. _____
- Enable or disable vehicle refueling on specific days (weekdays for example) and / or specific time slots within a day (night time for example) _____
- Limit the maximum refueling sessions for a specific vehicle per transaction, per day, week or month. _____
- Limit the maximum refueling sessions for a specific vehicle per transaction, per day, week or month. _____
- Block specific stations for a specific vehicle (if vehicle is restricted for operation in a specific zone). _____
- Block specific stations for a specific vehicle (if vehicle is restricted for operation in a specific zone). _____
- Restriction of specific fuel types for refueling of a specific vehicle _____

11.3 Fuel Management System Software

The host computer shall collect the transactions and TLS information from all fuel sites for centralized fuel management activities including required deliveries, forecasting, reconciliation and more for optimal usage of fuel. _____

The system shall provide the following capabilities:

- Reports regarding fuel consumption with filters of sites, dates, volumes and more
- Customized templates for specific reports
- History of fuel consumption from every product with graphical representation
- Forecasting consumption for every product based on the consumption history with graphical representation
- Reconciliation
- Manual entry or editing of fueling transactions
- Provide unified view of ALL stations with regards to fuel level status
- Provide consolidated view of each specific fuel tank, per station
- Provide a centralized system for maintenance reporting and reporting of different system alarms, per station
- Provide an interface for managing of manual stations (without Fuel Controllers)

Tanks status screen from TLS system per site with graphical representation of the tanks

Alarms (High/Low tanks level, Leak detection, No communication, Etc.)

Export capabilities to other systems (ERP)

11.4 Reporting System

Consolidate data from multiple stations and generate reports, including exception reports, reconciliation reports, trends, forecast, consumption, tank capacity and more. There shall be two types of Reports:

- Custom Reports
- Fuel Management System Reports (built-in)

Custom Reports

The software shall provide a highly flexible custom reporting utility. Data elements can be selected and put in any order by the user to create their own custom report.

This report shall have the ability to be saved as a template for later use.

Must have advanced customized reporting capabilities with filters and templates (Web based).

The custom reports feature shall enable report generation of transactions performed in the fuel station in various profiles.

The following field names shall be used to generate custom reports tables:

Station, Date, Time, Fleet, Transaction Type, Vehicle #, Product, Quantity, Total Sale, Receipt No., Fleet Code, Pay Mode, Transaction Id, Authorized By, Department, PPV, Odometer, Engine Hour, Pump, Tank, Nozzle, Density, Temperature, Vehicle Type, Ref/Slip No., Driver name, Dept code, Card number, Device name.

The custom report shall allow summary by the following fields (Break by):

Date, Plate, Pump, Product, Pay Mode, Station name, Fleet code, Authorized by, driver name, Dept. code, or a selection of any of the above fields

The custom reports shall allow sorting by the following fields (Sort by):

Date & Time (Ascending/Descending), Pump, Transaction ID, Product, Amount (Ascending/Descending), Qty, Plate, Pay mode, Station name, fleet code, Receipt ID, Driver name, Dept. code or a selection of any of the above fields.

The above capabilities shall allow flexible reporting such as:

Summary Report – summarizing all transactions of a specific fleet of vehicles.

Vehicle Report – offering the Fleet Manager a detailed transaction report of vehicles pertaining to his fleet, in three cross sections:

Transactions - providing information regarding each transaction, including the vehicles license plate

number, odometer reading, engine hours, fuel type, fuel volume and the transaction ID.

Consumption - listing information regarding each vehicle (device) providing a summation of data (volume consumption, fuel cost, other costs) for each vehicle in a specified time frame.

OBD Vehicle Data – provide OBD statistics report which displays On-Board Diagnostics error codes from vehicles equipped with DataPass+ components. The report will present statistics for the selected period (Distance, EH, PTO, idle time, over speeding, fuel level, etc.) and the latest error codes from the vehicle. Data from both light duty vehicles with OBD11 and heavy duty vehicles with J1708/J1939/J1587 protocol will be supported in the reports.

Exception Reports

The software shall provide Exception Reports for the Fleet Manager. It must provide the ability to spot any abnormal incidents that occurred within his fleet. The following exception reports are required for each fleet:

Volume Exception Report – shall list noted exceptions relating to the fuel volume consumed in the transactions compared with the related vehicle’s fuel tank volume.

Mileage Exception Report – shall list the exceptions related to the elapsed distance of the vehicles, according to odometer readings.

OBD Exception Report – shall list the vehicles which crossed the over speed, RPM or idling limits specified for the device, according to OBD readings.

Consumption Exception Report – shall list the exceptions related to the fuel consumption of the vehicles, according to odometer readings and the specified fuel consumption ratio of the vehicle.

Mileage Exception Report – shall list the exceptions related to the elapsed distance of the vehicles, according to odometer readings.

Consumption Exception Report – shall list the exceptions related to the fuel consumption of the vehicles, according to odometer readings and the specified fuel consumption ratio of the vehicle.

Mileage Exception Report – shall list the exceptions related to the elapsed distance of the vehicles, according to odometer readings.

Consumption Exception Report – shall list the exceptions related to the fuel consumption of the vehicles, according to odometer readings and the specified fuel consumption ratio of the vehicle.

Not Used Exception Report – shall list the vehicles which did not carry out any transaction in a specified time frame. The report should include the license plate number, the odometer reading and the date and time of the last transaction performed by the vehicle.

Fuel Management System Reports (Built-in)

Sales Reports

- Sales by Tanks Report
- Local Account Transactions
- Pump-wise Delivery Report
- Product-wise Dispenser Delivery
- Fuel Sales Trends Graph
- Fuel Volume Forecast Report

Reconciliation Report

- Shift Report
- Environmental Report
- Tank Reconciliation Trends

Maintenance Reports

- Exception Log Reports
- Alarm Duration Reports

Stock Data Reports

- Tanks by Sites
- Tanks Trends Graph
- Total Wet Stock Report

11.5 Back-up

The system shall provide several back-up mechanisms for maximal data protection as follows:

The database is transmitted periodically to a remote server. The backup can be for the entire database or differential.

Built-in data base back-up mechanism (Customer FTP).

All transactions are exported to a Customer FTP site through an Export Module.

RAID mechanism at the host computer

12.0 Manufacturer Warranty

- 12 months system Parts and Labor warranty
- 5 year warranty for the Mifare Tags

**FLEET AND FUEL MANAGEMENT SYSTEM
PRICE SHEET**

Main Price Sheet

Qty	Gas Boy Item Number#	Description	Unit Price	Total
		Following for Main Site		
1	PA039400801	Gasboy Islander Plus Card reader Terminal (8 hoses)	\$	\$
1	099039	Annual Software updates/support for Islander Plus		
1,000	M09679B002	Mifare Contactless Tags - Color Red		
200	M09679B001	Mifare Contactless Tags – Color Blue		
1	PA04020000	Mifare Pod - Tag Reader (connects to FHO software)		
1	KS612K002	Fleet Head Software (2-5 sites)		
1	099046	Annual Software updates/support for Fleet Head Software		
1	PA039500401	ICR Plus for Mechanical pumps (4 hoses) - for oil measure (To be relocated in front of parts department)		
2	330020-425	Module, Ethernet TCP/IP Communications TLS-350 Series Consoles		
		Following for Water and Wastewater Site		
1	PA039400201	Gasboy - Islander Plus Card Reader Terminal		
1	0099039	Annual Software updates/support for Islander Plus		
		Installation and Labor (Includes any freight required)		
		Total	\$	\$

COMPLETE AND RETURN WITH BID PACKAGE

INSURANCE CHECKLIST

(Fueling Management System/Installation)

REQUIRED COVERAGE (marked by "x")

MINIMUM LIMITS

- 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) Statutory limits of Tennessee and Employer's Liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
- 2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles \$500,000 BI/PD each accident, Uninsured Motorist
- 4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 7. Personal and Advertising Injury Liability \$1,000,000 each offense, \$1 Million annual aggregate
- 8. Umbrella Liability \$2 Million Bodily Injury, Property Damage and Personal Injury
- 9. Per Project Aggregate
- 10. Professional Liability
 - a. Architects and Engineers \$1 Million per occurrence/claim
 - b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - c. Medical Malpractice \$1 Million per occurrence/claim
 - d. Medical Professional Liability \$1 Million per occurrence/claim
- 11. Miscellaneous E & O \$1 Million per occurrence/claim
- 12. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- 13. Motor Cargo Insurance
- 14. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- 15. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- 16. Inland Marine-Bailees Insurance \$ _____
- 17. Moving and Rigging Floater Endorsement to CGL
- 18. Dishonesty Bond \$ _____
- 19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract
- 20. XCU Coverage Endorsement to CGL
- 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- 22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
- 23. The City of Johnson City shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed; please submit copy of endorsement.** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605.)
- 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- 25. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: _____

- Is Professional Liability excluded under General Liability? Yes _____ No _____
Is Contractual Liability excluded under Comm. General Liability? Yes _____ No _____
Is Independent Contractors excluded under Comm. General Liability? Yes _____ No _____

Carrier ratings: Insurer A _____; Insurer B _____; Insurer C _____; Insurer D _____

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage marked.

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

Bid Number: # **5654**

Bid or Project Name: **Fleet and Fuel Management System**

This form and the General Contract Form must be signed and returned with the bid package. The Certificate of Insurance must be provided to Purchasing prior to contract award.

GENERAL CONTRACT FORM

The General Contract Form is included in every solicitation requiring insurance. The general requirements of the contract form are supplemented by items checked on the Insurance Checklist that identify specific requirements for the bid or project.

INSURANCE

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term "Contract" as used in this section shall mean the Agreement covering the work that is entered into between the City of Johnson City, Tennessee and the Contractor.

1. General Insurance Requirements:

1.1 The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Director of Purchasing of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City's request, certified copies of the required insurance policies.

1.2 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.3 The City of Johnson City (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker's Compensation and Automobile Liability, and the Certificate of Insurance or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees. The following definition of the term "City" applies to all policies issued under the contract:

"The City of Johnson City, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the Johnson City Public School System."

1.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document.

1.5 The Contractor covenants to save, defend, hold harmless and indemnify the City of Johnson City, Tennessee together with its various departments, elected or appointed

officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid contractor completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

1.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination. Contractor is required to provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage.”

1.8 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 If a Contractor can not meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders' rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.

1.13 The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

2. Contractor's Insurance – Occurrence Basis:

2.1 The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

- **Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Action of Independent Contractors;
 - iv. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards.
- **Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.
- **Worker's Compensation** – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

3. Commercial General or other Liability Insurance – Claims-made Basis:

If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

4. Alternative Coverage (Self Insurance)

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

5. Limits of Liability Coverage

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the City Manager.

6. Verification of Compliance

I have read this General Contract Form and agree to all the terms and conditions contained therein.

Contractor's Name: _____

EIN or SSN: _____

Signed by: _____

Title: _____

Date: _____

This form and the Insurance Checklist must be completed and returned with Certificate of Insurance, as specified, prior to contract award.

DRUG FREE WORKPLACE

All vendors with five (5) or more employees must execute the attached Drug Free Workplace Affidavit to verify compliance with TCA 50-9-113 and return same with response. Failure to comply with this requirement will declare that submittal non-responsive.

City Of Johnson City, Tennessee - Policy No. HR-131

SECTION I – PURPOSE OF THE DRUG & ALCOHOL TESTING PROGRAM

The City of Johnson City recognizes its responsibility to provide safe and efficient operations for our employees, our citizens and the general public. Our commitment to provide safe and efficient operations is shown by the implementation of programs and procedures which ensure compliance with appropriate safety measures, as well as the letter and intent of all applicable laws and regulations. There is sufficient evidence to conclude that the use of illegal drug/alcohol; drug/alcohol dependence and drug/alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs, alcohol and/or narcotics by employees of the City is a crime in this jurisdiction and is clearly unacceptable. Therefore, the City of Johnson City has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure the drug tests and alcohol tests are conducted on safety-sensitive positions in the categories of: pre-employment, random testing, suspicion testing, and return-to-duty testing.

To comply with TCA Title 50 Chapter 9 Part 1, all bidders and/or proposers of service to the City must have a testing program of the same or better than the requirements of the City of Johnson City.

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

I, _____, being duly sworn, depose, and say that:

- 1) I am a principal officer of _____, the firm that has submitted the attached or enclosed bid or proposal, my title being _____ of the firm; and
- 2) I have personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- 3) I certify that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tennessee Code Annotated §§ 50-9-113 have been met and implemented.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, _____.

Title

My Commission expires _____

Complete and return with response package



CITY OF JOHNSON CITY, TENNESSEE

BID/PROPOSAL GENERAL TERMS AND CONDITIONS (Read Carefully)

1. PREPARATION OF BIDS/RFP'S

Only bids submitted on forms furnished by the city will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. TELEPHONE OR FACSIMILE BIDS WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those posted at: <https://purchasing.johnsoncitytn.org/bsa>. Paper bids shall be sealed in an envelope. No bid received after closing time shall be considered. The official time for paper bids 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 bids 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 bid/proposal response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to solicitation opening.

2. 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.

3. 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.

4. BID/RFP OPENINGS

Bids/RFP's (paper & electronic) will be read aloud at the specified date and time as stated in the document. All openings are public meetings. All bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any bid/rfp opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

5. EXAMINATION OF BIDS/RFP'S

Bids/RFP's and associated documents may be examined at the opening. They are closed for review and inspection during the evaluation period prior to award.

6. 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.

7. BID TABULATIONS/RFP RESPONSES

Bid tabulations and RFP respondent's lists will be posted and available the next business day on our website: <http://www.johnsoncitytn.org> then select Purchasing Department, Current Bid/Notices.

8. 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.

9. BID/RFP EVALUATION

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

10. ACCEPTANCE, REJECTION AND POSTPONEMENT

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

11. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best proposal 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.

12. 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.

13. FOB POINT

All prices quoted shall be FOB delivered to the using department, City of Johnson City, TN unless otherwise stated in the solicitation document. Risk of loss and/or damage shall be upon the Seller until such time as the goods have been physically delivered and accepted by the City.

14. 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.

15. 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.

16. 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 following written notification of intent.

17. ORAL INSTRUCTIONS

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 to all known interested parties and posted on the City's website. These addendums will originate either from the Purchasing Department or the issuing Architect.

18. DELIVERY

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

19. SAFETY STANDARDS

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 public works contracts.

28. INSURANCE

The contractor shall maintain, at his expense, such insurance as will protect him from claims under Worker's Compensation Act and from claims of damages because of bodily injury, including death and damage to the property of others and claims for damages which may arise during operations under this contract whether such operations be by himself or by any subcontractor of anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract.

29. 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.

30. 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.

31. 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

32. 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.

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 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.

October 5, 2009



STATEMENT OF BID/RFP DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via facsimile 423/975-2712.

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

Bid/RFP No. # _____
Bid/RFP 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: _____