



INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE

PURCHASING DEPARTMENT

423/975-2716

Bid Name / Number **VEHICLES & TRUCKS / #5662**
Due Day / Date / Time **Tuesday / November 20, 2012 / 3:30 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 Joel Asher (423) 975-2751 ; jasher@johnsoncitytn.org ; or vharless@johnsoncitytn.org
Bid Issue Date November 5, 2012
Delivery Location City Garage, 209 Water Street, Johnson City, TN 37601
FOB Destination, 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
Below vehicles as per attached specifications which are an integral part of this bid.			
1.	1	Mid-Size Sport Utility Vehicle : Make/Model: _____	\$ _____
2.	1	Hybrid Sport Utility Vehicle Make/Model: _____	\$ _____
3.	1	½ Ton standard 2WD pick-up truck with towing package Make/Model: _____	\$ _____
4.	1	½ Ton standard 2WD pick-u truck with towing package and rear lift Make/Model: _____	\$ _____
5.	1	1 Ton standard 4WD truck with service body Make/Model: _____	\$ _____
6.	3	Compact hybrid passenger vehicles Make/Model: _____	\$ _____ \$ _____
7.	2	Compact 2WD pick-up trucks Make/Model: _____	\$ _____ \$ _____

Return TWO complete bid packages (cover sheet, checklists & literature) with bid response.

The City reserves the right to purchase off State Contract.

EQUIPMENT 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

Completed checklists & product literature

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. 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 _____

TYPED & SIGNED

Address _____

Telephone _____

Fax _____

E-Mail _____

ELECTRONIC RESPONSES ARE ACCEPTABLE

VIA: <https://purchasing.johnsoncitytn.org/bsa>

BID MUST BE SIGNED TO BE VALID

Mid-Size Sport Utility Vehicle (Item #1)

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 compliance. Variances must be clearly identified in the exception 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. Any omission from the specifications shall not relieve the bidder from the responsibility of furnishing a sport utility vehicle ready for use.

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
Current 2012 production model, four (4) door, 2 wheel drive (RWD or FWD), Mid- size sport utility vehicle. All equipment listed shall be factory installed. With a three year 36,000 mile Manufacturer warranty from date vehicle is placed into service, (NOT DELIVERY DATE).			
Minimum Wheelbase – 109" Max 118"			
Engine- 3.5L V6 Min			
Transmission – 5 Speed, Automatic over drive.			
Brakes – Power 4 wheel ABS			
Battery – 12V, Mfgr Standard Maintenance Free			
Tires – All Season Radials, Mfgrs. Standard spare			
Alternator – Manufacturer's standard			
Steering – power			
Mirrors – Exterior, right/left side. Mfgrs standard size.			
Bumper – Rear Mfgr. Standard			
Radio – AM/FM/CD factory installed			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
Color – white exterior, matching (dark) interior			
Dome light – required			
Air Conditioner – factory installed			
Glass – Tinted all windows			
Air bag – dual (driver & passenger)			
Floor mats –front & rear all weather, factory			
Fuel tank – min. 17.5 gallons			
Defogger - Rear Window Defogger			
Shocks – Manufacturer's standard			
Seating – 5 passenger			
Power outlet – 12 volt			
Tilt and cruise control – factory installed			
<p>DELIVERY - Unit shall be delivered complete with a min. ¼ tank of fuel. No dealer emblems or decals shall be affixed to these units prior to delivery. Vehicles to undergo pre-delivery inspection by the dealer.</p> <p>Specify delivery date: _____</p>			
MANUALS - Each unit shall be delivered with the standard owner/operator manuals.			
WARRANTY – Manufacturer's standard warranty for thirty-six (36) months or 36,000 miles, whichever comes First. Warranty must coincide with in service date, not delivery date. In service date shall not exceed nine (9) months from delivery date.			

COMPLETE AND RETURN WITH BID PACKAGE

Hybrid Sport Utility Vehicle (Item #2)
SPECIFICATION CHECKLIST
November 2012

It is the intent of these specifications to describe a Hybrid Sport Utility Vehicle. All equipment being bid must be new, unused and the manufacturers 2012 or 2013 model.

Bidder must complete and return this form for the bid to be considered responsive; a check mark will be placed in each area of specification agreement. Any variance must be clearly identified, and bidder may use a separate sheet of if necessary. Exceptions to the specifications will be evaluated on an individual basis with the city alone determining the importance relating to the overall performance of the chassis being bid. Any omission from the specifications shall not relieve the bidder from the responsibility of furnishing a complete Hybrid Sport Utility Vehicle ready for use.

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES
Current 2012 or 2013 Model Year, standard hybrid sport utility vehicle. All equipment listed shall be factory installed.		Yes No
Engine: Gasoline / Electric Hybrid Minimum 4 Cylinder, 2.4L		
Transmission: 4 speed automatic		
Four wheel drive		
Four radial tires		
Brakes: Power, 4 Wheel with ABS		
Battery: Maintenance free, mfg standard		
Alternator: mfg standard		
Power steering		
Power Mirrors, mfg standard		
Rear bumper, mfg standard		
AM / FM factory installed radio		
Dome Light		
Factory installed air conditioning		
All windows shall be tinted		
Dual driver and passenger airbags		

Minimum 19 gallon fuel tank		
Five passengers seating		
Front and rear factory installed floor mats		
12 volt power outlet		
Factory installed cruise control		
Intermittent windshield wipers		
All factory instrumentation and gauges		
Three sets of keys		
Color shall be white		
Minimum of ¼ tank of fuel upon delivery		
No dealer decals or emblems attached to vehicle		
3 year, 36,000 miles, bumper to bumper warranty shall begin on date vehicle is placed in service not to exceed 30 days from delivery date		
Delivery – Unit shall be delivered complete with a min ¼ tank of fuel. No dealer emblems or decals shall be affixed to these units prior to delivery. Vehicles to undergo pre-delivery inspection by dealer. Specify delivery date: _____		
Manuals – Each unit shall be delivered with the standard owner/operator manuals.		

COMPLETE AND RETURN WITH BID PACKAGE

½ Ton Standard 2wd Pick-Up Truck With Towing Package (Item #3)
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 compliance. Variances must be clearly identified in the exception 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. Any omission from the specifications shall not relieve the bidder from the responsibility of furnishing a truck ready for use.

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
Current 2012 OR 2013 production model, Standard 2 door regular cab, 8' standard bed, two wheel drive truck. All equipment listed shall be factory installed. With a three year 36,000 mile Manufacturer warranty from date vehicle is placed into service, (NOT DELIVERY DATE).			
GVWR: 6,200lbs. Minimum			
Engine-V8 4.8L gas, minimum			
Transmission: 5-speed auto			
Power Steering			
Four-wheel anti-lock brakes			
Battery: 600 cold cranking amps minimum			
Alternator: 100 amp minimum			
3 ignition and door lock keys			
Trailer towing package			
Fuel capacity: 24 gallon minimum			
Vinyl bench seat			
Interior color: gray, blue or black			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
Exterior color: white			
Radio – AM/FM factory installed			
Air Conditioner – factory installed			
Cargo Lamp			
Mirrors – Exterior, right/left side. Mfgs standard size. Passenger and driver's side mirror			
Bumper – Rear Mfgr. Standard			
Dome light – required			
Glass – Tinted all windows			
Floor mats –front & rear all weather, factory			
Defogger - Rear Window Defogger			
Shocks – Manufacturer's standard			
<p>DELIVERY - Unit shall be delivered complete with a min. ¼ tank of fuel. No dealer emblems or decals shall be affixed to these units prior to delivery. Vehicles to undergo pre-delivery inspection by the dealer.</p> <p>Specify delivery date: _____</p>			
<p>MANUALS - Each unit shall be delivered with the standard owner/operator manuals.</p>			
<p>WARRANTY – Manufacturer's standard warranty for thirty-six (36) months or 36,000 miles, whichever comes First. Warranty must coincide with in service date, not delivery date. In service date shall not exceed nine (9) months from delivery date.</p>			

COMPLETE AND RETURN WITH BID PACKAGE

1/2 Ton Standard 2wd Pick-Up Truck w/Towing Package & Lift (Item #4)

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 compliance. Variations must be clearly identified in the exception 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. Any omission from the specifications shall not relieve the bidder from the responsibility of furnishing a truck ready for use.

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
Current 2012 OR 2013 production model, Standard 2 door regular cab, 8' standard bed, two wheel drive truck. All equipment listed shall be factory installed. With a three year 36,000 mile Manufacturer warranty from date vehicle is placed into service, (NOT DELIVERY DATE)			
GVWR: 6,200lbs. Minimum			
Engine-V8 4.8L gas, minimum			
Transmission: 5-speed auto			
Power Steering			
Four-wheel anti-lock brakes			
Battery: 600 cold cranking amps minimum			
Alternator: 100 amp minimum			
3 ignition and door lock keys			
Trailer towing package			
Fuel capacity: 24 gallon minimum			
Vinyl bench seat			
Interior color: gray, blue or black			
Exterior color: white			
Radio – AM/FM factory installed			
Air Conditioner – factory installed			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
Cargo Lamp			
Mirrors – Exterior, right/left side. Mfgs standard size. Passenger and driver's side mirror			
Bumper – Rear Mfgr. Standard			
Dome light – required			
Glass – Tinted all windows			
Floor mats –front & rear all weather, factory			
Defogger - Rear Window Defogger			
Shocks – Manufacturer's standard			
<p>RAILGATE LIFT:</p> <p>Make _____</p> <p>Maximum 1000lb lift capacity</p> <p>One piece treadplate steel platform</p> <p>Unit shall be equipped with a pressure Relief valve to help prevent overloading the platform</p> <p>Unit shall be equipped with cylinder mounted Flow control valves to prevent rapid uncontrolled platform descent in the event of a hose failure.</p> <p>Electrical and hydraulic systems shall be contained in the main frame box</p> <p>The main frame box cover shall be removable with the platform up or down</p> <p>A torsion bar shall be built into the platform to assist in closure</p> <p>Unit shall be equipped with rubber platform bumpers</p> <p>Unit shall be equipped with curb-side Fixed controls and a pendant control shall be provided in addition to fixed controls</p>			
<p>DELIVERY - Unit shall be delivered complete with a min. ¼ tank of fuel. No dealer emblems or decals shall be affixed to these units prior to delivery. Vehicles to undergo pre-delivery inspection by the dealer.</p> <p>Specify delivery date: _____</p>			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
MANUALS - Each unit shall be delivered with the standard owner/operator manuals.			
WARRANTY – Manufacturer's standard warranty for thirty-six (36) months or 36,000 miles, whichever comes First. Warranty must coincide with in service date, not delivery date. In service date shall not exceed nine (9) months from delivery date.			

Rail gate lift

Specify Make/Model Proposed:			
Maximum 1000lb lift capacity			
One piece treadplate steel platform			
Unit shall be equipped with a pressure relief valve to help prevent overloading the platform			
Unit shall be equipped with cylinder mounted flow control valves to prevent rapid uncontrolled platform descent in the event of a hose failure.			
Electrical and hydraulic systems shall be contained in the main frame box			
The main frame box cover shall be removable with the platform up or down			
A torsion bar shall be built into the platform to assist in closure			
Unit shall be equipped with rubber platform bumpers			
Unit shall be equipped with curb-side Fixed controls and a pendant control shall be provided in addition to fixed controls			

COMPLETE AND RETURN WITH BID PACKAGE

1 Ton 4WD Truck with standard bed (Item #5)

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 compliance. Variations must be clearly identified in the exception 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. Any omission from the specifications shall not relieve the bidder from the responsibility of furnishing a truck ready for use.

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
Current 2012 OR 2013 production model, 1 Ton Truck, 4WD truck with standard bed. All equipment listed shall be factory installed. With a three year 36,000 mile Manufacturer warranty from date vehicle is placed into service, (NOT DELIVERY DATE).			
GVWR: 12,000lbs. Minimum; 10,000 lb towing capacity			
Single rear wheels with spare			
Cab to axle: 60"			
Wheel base-141"			
Engine-V8 6.0L gas, 300 hp minimum			
Transmission: Allison 6-speed auto			
Power Steering			
Four-wheel anti-lock brakes			
Heavy duty cooling system			
Battery: 1,000 cold cranking amps minimum			
Alternator: 130 amp minimum			
3 ignition and door lock keys			
Gear Ratio 4:10			
Fuel capacity: 30 gallon minimum			
Vinyl bench seat			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
Interior color: gray, blue or black			
Exterior color: white			
Trailer Brake kit from factory			
AM/FM radio, factory installed			
Air conditioning, factory installed			
Cargo Lamp			
Passenger and driver's side mirror			
Glass – Tinted all windows			
Floor mats –front & rear all weather, factory			
Shocks – Manufacturer's standard			
<p>DELIVERY - Unit shall be delivered complete with a min. ¼ tank of fuel. No dealer emblems or decals shall be affixed to these units prior to delivery. Vehicles to undergo pre-delivery inspection by the dealer.</p> <p>Specify delivery date: _____</p>			
<p>MANUALS - Each unit shall be delivered with the standard owner/operator manuals.</p>			
<p>WARRANTY – Manufacturer's standard warranty for thirty-six (36) months or 36,000 miles, whichever comes First. Warranty must coincide with in service date, not delivery date. In service date shall not exceed nine (9) months from delivery date.</p>			

COMPLETE AND RETURN WITH BID PACKAGE

Compact Hybrid Passenger Vehicles (Item #6)
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 compliance. Variations must be clearly identified in the exception 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. Any omission from the specifications shall not relieve the bidder from the responsibility of furnishing a vehicle ready for use.

CITY'S SPECIFICATIONS	BIDDERS EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
Current 2012 or 2013 Four (4) Door Hybrid Hatchback or Wagon , new and unused with all standard equipment as offered by the Manufacturer. All equipment listed, both standard and optional, shall be factory installed. Toyota Prius Two 4dr Hatchback OR Ford C-Max SE Hybrid Hatchback			
EXTERIOR SPECIFICATIONS			
<i>17" Alloy Wheels</i>			
<i>17" All Season Tires</i>			
<i>Variable intermittent wipers</i>			
<i>Rear Defogger</i>			
<i>Rear Wiper</i>			
<i>Rear Spoiler</i>			
<i>Color to be selected upon order placement</i>			
INTERIOR SPECIFICATIONS			
<i>Cloth Seats</i>			
<i>Front Bucket Seats</i>			
<i>Height Adjustable Driver Seat</i>			
<i>Split folding Rear Seats with Storage Center Armrest</i>			
<i>Remote Power Door Locks</i>			
<i>Power Mirrors</i>			
<i>4 One-touch Power Windows</i>			
<i>Clock</i>			
<i>Trip Computer</i>			
<i>Cruise Control</i>			
<i>Front Console with Storage</i>			
<i>Front and Rear Cupholders</i>			
<i>Front Door Pockets</i>			
<i>Overhead Console with Storage</i>			
<i>Front Seatback Storage</i>			
<i>Electric Power Steering</i>			

CITY'S SPECIFICATIONS	BIDDERS EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
<i>12V Front Power Outlet</i>			
<i>Tilt and Telescoping Steering Wheel</i>			
<i>Audio and Cruise Controls on Steering Wheel</i>			
<i>Interior Air Filtration</i>			
<i>Climate Control</i>			
<i>Cargo Areal Light</i>			
<i>Front and Rear Floor Mats</i>			
INTERIOR SPECIFICATIONS (Cont'd)			
<i>Mast Antenna</i>			
<i>6 Speaker AM/FM In-dash Single CD Player with CD MP3 Playback Stereo</i>			
<i>Auxiliary Audio Input and Ipod Integration</i>			
<i>USB Connection</i>			
<i>Pre-wired for Phone</i>			
<i>Bluetooth Wireless Data Link for Hands-free Phone</i>			
<i>Dual Illuminating Vanity Mirrors</i>			
<i>Standard Owners Manual Included</i>			
<i>Single Key Locking System; Three (3) Sets of Keys including Two (2) Keyless Entry Remotes per Vehicle</i>			
MECHANICAL SPECIFICATIONS			
<i>Hybrid Regular Unleaded Gasoline Engine with: Dual Overhead Cam (DOHC); Inline 4 Cylinders; 16 Valves; and Variable Valve Timing</i>			
<i>Front Wheel Drive</i>			
<i>Continuously Variable Speed Automatic Transmission</i>			
<i>Machpherson Strut Front Suspension</i>			
<i>Front and Rear Stabilizer Bar</i>			
SAFETY SPECIFICATIONS			
<i>4-Wheel ABS</i>			
<i>Front and Rear Head Airbags</i>			
<i>Dual Front Side-mounted Airbags</i>			
<i>Passenger Airbag Occupant Sensing Deactivation</i>			
<i>Emergency Braking Assist</i>			
<i>Ventilated Front Disc and Solid Rear Disc Brakes</i>			
<i>Engine Immobilizer</i>			
<i>2 Front Headrests</i>			
<i>3 Rear Headrests</i>			
<i>Rear Center 3-point Belt</i>			
<i>Front Seatbelt Pretensioners</i>			

<i>Stability Control</i>			
<i>Traction Control</i>			
<i>Electronic Brakeforce Distribution</i>			
<i>Front Height Adjustable Headrests</i>			
<i>Tire Pressure Monitoring</i>			
<i>Wheel Wrench and Heavy Duty Jack</i>			
<i>Tire Pressure Monitoring</i>			
WARRANTY SPECIFICATIONS			
<i>3 Year/36,000 Mile Basic Warranty</i>			
<i>5 Year/60,000 Mile Power Train Warranty</i>			
<i>8 Year/80,000 Hybrid Component Warranty</i>			
DELIVERY SPECIFICATIONS			
MANUALS - Each unit shall be delivered with the standard owner/operator manuals.			
<i>Units shall be delivered complete with a full tank of fuel; No dealer emblems or decals shall be affixed to the these units prior to delivery. Vehicles are to undergo a pre-delivery inspection by the dealer.</i>			
<i>Specify delivery date: _____</i>			

COMPLETE AND RETURN WITH BID PACKAGE

Compact 2WD Pick-up Trucks (Item #7)
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 compliance. Variances must be clearly identified in the exception 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. Any omission from the specifications shall not relieve the bidder from the responsibility of furnishing a truck ready for use.

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
Current 2012 OR 2013 production model, compact 2WD pick-up truck with standard bed. All equipment listed shall be factory installed. With a three year 36,000 mile Manufacturer warranty from date vehicle is placed into service, (NOT DELIVERY DATE). See acceptable models*			
GVWR: 4,300 lbs.			
Wheelbase: 110" to 112"			
Engine: 2.3 liter, 4-cylinder, EFI, gasoline			
Transmission: 4-speed automatic with overdrive			
Tires: Blackwall radials with manufacturers spare			
Brakes: Power, 4-wheel ABS			
Battery: Maintenance-free, manufacturer's standard			
Alternator: manufacturer's standard			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
Steering: Power			
Fuel Tank Capacity: 15 gallons minimum			
Floor Mats: Front			
Exterior Mirrors: LH and RH manual			
Rearview Mirror: Day/Night adjustable			
Cloth interior seats with standard seating			
Air Bags: Driver and passenger with controls			
Factory installed air conditioning			
All windows shall be tinted glass			
AM/FM factory installed radio			
Dome light			
Tilt wheel			
Cruise Control			
Power windows and door locks			
All manufacturers' standard equipment			
Exterior color: Manufacturers' standard white			
Vehicle to be completely winterized			
Furnish six (6) sets of keys for each vehicle			
Warranty: 3 year, 36,000 mile bumper to bumper to begin on date vehicle is placed in service not to exceed six (6) months from delivery date.			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
DELIVERY - Unit shall be delivered complete with a min. ¼ tank of fuel. No dealer emblems or decals shall be affixed to these units prior to delivery. Vehicles to undergo pre-delivery inspection by the dealer. Specify delivery date: _____			
MANUALS - Each unit shall be delivered with the standard owner/operator manuals.			
WARRANTY – Manufacturer's standard warranty for thirty-six (36) months or 36,000 miles, whichever comes First. Warranty must coincide with in service date, not delivery date. In service date shall not exceed nine (9) months from delivery date.			

COMPLETE AND RETURN WITH BID PACKAGE

Acceptable Models*:

- Chevrolet Colorado
- GMC Canyon
- Or other equal to specifications

*Above models are listed as a reference to establish a level of quality and is not intended to restrict bidding. If offering other than as specified list all variances to the specifications.



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:
 - 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 Motor Transport 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 vehicle delivery and **MUST** provide certificate of origin when 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	New/Used	Price

Above described property was delivered to 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

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: _____