



# INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE

PURCHASING DEPARTMENT

423/975-2715

[WWW.JOHNSONCITYTN.ORG/PURCHASING](http://WWW.JOHNSONCITYTN.ORG/PURCHASING)

**Bid Name / Number** SELF CONTAINED TURF VEHICLE SPRAYER / #6091  
**Due Day / Date / Time** Thursday / December 1, 2016 / 2:00 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** Bill Fuller(423) 434-6251 [bvgcmaint@embarqmail.com](mailto:bvgcmaint@embarqmail.com) ;or [purchasing@johnsoncitytn.org](mailto:purchasing@johnsoncitytn.org)  
**Bid Issue Date** November 17, 2016  
**Delivery Location** Pine Oaks Golf Course, 1709 Buffalo Road, Johnson City, TN 37601  
**FOB** Destination, freight prepaid and allowed - Johnson City, TN  
**Payment Terms** Net 30

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

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE
1.	1 ea	Self Contained Turf Vehicle Sprayer as per the attached specifications which are an integral part of this bid.  Descriptive literature/brochures and completed specification sheets must be returned with bid package (2 complete sets).  A demonstration of proposed equipment may be required, at vendors expense and will be an award consideration.  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 and service form

By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached Sealed Solicitation General Terms & Conditions and the City's Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties and the Requirements of the Iran Divestment Act (Sealed Solicitations General Terms & Conditions #20) contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted. Iran Divestment Act: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

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

Firm Name \_\_\_\_\_  
 By \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 E-Mail \_\_\_\_\_

**PRINTED & SIGNED**

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

**BID MUST BE SIGNED TO BE VALID**

**SELF CONTAINED TURF VEHICLE SPRAYER  
NOVEMBER 2016**

**BID SPECIFICATION  
PINE OAKS GOLF COURSE**

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

CITY SPECIFICATION

BIDDERS EQUIPMENT

**General**

Dedicated vehicle sprayer to apply pesticides and fertilizers

List make and model proposed

\_\_\_\_\_

TRACTOR SPECS:

Engine: Gasoline – minimum 2-cylinder with minimum 27HP, air cooled

\_\_\_\_\_

4 wheels

\_\_\_\_\_

Headlights.

\_\_\_\_\_

Adjustable position high back seat.

\_\_\_\_\_

ROPS with seat belt mandatory. All welded steel frame required.

\_\_\_\_\_

Tires: Smooth or ribbed front tires, turf tread on rear.

\_\_\_\_\_

Steering: Hydraulic power steering

\_\_\_\_\_

Braking: Hydraulic or hydrostatic.

\_\_\_\_\_

Vehicle Controls/Gauges: Hour meter, fuel gauge, speedometer, headlight switch, speed lock.

\_\_\_\_\_

CITY SPECIFICATION

BIDDERS EQUIPMENT

SPRAYER SPECS:

Tank: Impact resistant, minimum 175 gallons.

\_\_\_\_\_

Pump: Diaphragm or centrifugal

\_\_\_\_\_

Performance: Full tank agitation, application rates of 20-200 gallons/acre, ground speed adjusts to spray rate.

\_\_\_\_\_

Booms and Nozzles: 3-sections, minimum 18.5 feet total width, hydraulic lift actuators for outside booms, 11 nozzle turrets with triple turret mount.

\_\_\_\_\_

Controls: Spray pump control, individual boom control, rate switch,

\_\_\_\_\_

Accessories: Foam marking kit required.

\_\_\_\_\_

Other: Owners manual, parts and services manual.

\_\_\_\_\_

**Service & Warranty Requirements:**

Minimum of two-year limited warranty. Please state any warranty conditions.

\_\_\_\_\_

Delivery (specify):  
Delivery may be an award consideration

\_\_\_\_\_

No vendor or dealer advertising logos or decals shall be affixed to the unit prior to delivery. The unit is to undergo pre-delivery inspection by the vendor/dealer.

\_\_\_\_\_

**Other**

Operators and Shop service manuals shall be provided

\_\_\_\_\_

**COMPLETE AND RETURN WITH BID PACKAGE**

CITY SPECIFICATION

BIDDERS EQUIPMENT

**BIDDER MUST COMPLETE AND RETURN THIS SERVICE/WARRANTY FORM FOR EACH UNIT PROPOSED:**

**Brand/Model:**

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

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Service Location

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Response Time

**Warranty:** The vendor shall provide a minimum two-year warranty on the unit

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**COMPLETE AND RETURN WITH SOLICITATION PACKAGE**



## **VEHICLE/EQUIPMENT DELIVERY & ACCEPTANCE PROCEDURES**

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

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



## ACKNOWLEDGEMENT OF RECEIPT VEHICLE/EQUIPMENT DELIVERY

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

Year	Make	Model	VIN	Price

Above described property was delivered to the specified location.

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

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Vendor Representative

\_\_\_\_\_  
Date



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

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

**1. ACCEPTANCE, REJECTION AND POSTPONEMENT**

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

**2. ADDENDA**

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

**3. AWARD**

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

**4. AWARD PERIOD**

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

**5. BID TABULATIONS/RFP/RFQ RESPONSES**

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

**6. BRAND NAMES**

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

**7. CONDITION STANDARDS**

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

**8. CONSTRUCTION DOCUMENTS**

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

**9. COOPERATIVE PURCHASING:**

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

**10. DEFAULT**

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

**11. DELIVERY**

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

**12. DISCOUNT AND PAYMENT**

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

**13. EQUAL OPPORTUNITY**

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

**14. EVALUATION**

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

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

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

**16. FOB (FREE-ON-BOARD) POINT**

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

**17. INDEMNIFICATION**

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

**18. INSPECTION**

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

**19. INSURANCE**

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

**20. IRAN DIVESTMENT ACT OF 2014**

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>

## **21. LICENSES, FEES, PERMITS**

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

## **22. MULTIPLE ITEM BIDS**

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

## **23. NON-COLLUSION AGREEMENT**

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

## **24. PARTS AND SERVICE**

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

## **25. PENALTIES**

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

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

## **26. PRE-BID MEETING ATTENDANCE**

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

## **27. PRICING**

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

## **28. PROPRIETARY/CONFIDENTIAL INFORMATION**

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

## **29. PROTEST PROCEDURE**

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

## **30. QUESTIONS**

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

## **31. SAFETY STANDARDS**

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

## **32. SAMPLES**

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

## **33. SEALED SOLICITATION OPENINGS**

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

## **34. SIGNATURE ON BIDS**

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

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

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

## **36. TAXES**

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

## **37. TERM OF CONTRACT**

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

## **38. WARRANTY**

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