



INVITATION TO BID

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

Bid Name / Number: POLICE PURSUIT VEHICLES & HYBRID SEDANS / #5634
Due Day / Date / Time: Thursday / September 20, 2012 / 1:00 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: Joe Asher (423) 975-2751; jasher@johnsoncitytn.org ;or vharless@johnsoncitytn.org
Bid Issue Date: September 6, 2012
Product Delivery Location: Various Depts., C/O 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	TOTAL
		Following vehicles are as per the attached specifications which are an integral part of this bid.		
1.	10ea	2013 Police Pursuit Vehicles	\$ _____	\$ _____
2.	3ea	2012 or 2013 Hybrid Mid-size vehicles.	\$ _____	\$ _____

Return two completed bid packages: (cover sheet, checklists, literature, etc).

Delivery: Vendor to state the best possible delivery, as this will be a consideration in the bid award. _____

VEHICLE DELIVERY & ACCEPTANCE PROCEDURES ARE 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.

<input type="checkbox"/> Bid signed in ink by authorized company representative	<input type="checkbox"/> Bid prices, extensions and total verified as correct
<input type="checkbox"/> Addenda initialed and returned with bid, if applicable	<input type="checkbox"/> Specification checklists

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 NOT ACCEPTABLE AT THIS TIME

BID MUST BE SIGNED TO BE VALID

Police Pursuit Vehicles
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 police pursuit vehicles ready for use.

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
<p>Current 2013 production model, four (4) door sedan, full size, 110.5" wheelbase, front wheel drive, new and unused with "Police Pursuit Package" and all standard equipment as offered by the Manufacturer. All equipment listed both <u>standard and optional shall be factory installed.</u> With a three year 36,000 mile Manufacturer warranty. Chevrolet Impala-or pre-approved equal. MAKE/MODEL PROPOSED:</p>			
<p>AIR BAG SYSTEMS- Driver and passenger side air bags, and front air bags; with passive restraint system, with key shut off switch for passenger seat, front.</p>			
<p>AIR CONDITIONING- Factory installed dual zone (if available) heavy-duty system so designed as to prevent component damage due to high speed driving. <u>Single zone acceptable but not preferred.</u></p>			
<p>ALTERNATOR- Transistorized regulator, min. 125amp; 96amp @ 725 RPM idle with auto idle and air conditioning on and all lighting used in police operations on, 124Amp @ 1200 RPM output capacity min. curb idle output of 96 amps (at Mfgr recommended idle speed). Shall be of heavy-duty design, capable of surviving patrol car operation and max rpm/hp of engine. Output ratings are for typical under hood ambient temperatures and not S.A.E. rating method.</p>			
<p>BATTERY - Twelve (12) volt, maintenance free, 720 CCA.</p>			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
ANTI-FREEZE- To be equipped with anti-freeze protection to -20 degrees F. minimum.			
COOLING SYSTEMS –Maximum size cooling system available; incorporating "coolant recovery" system and heavy-duty elec. 160 watt 12 volt cooling fans (both) and extended life coolant with coolant hoses to be EPDM (Ethylene-Propylene-Diene) rubber. This system will include a heavy-duty engine, power steering, and transmission coolers, factory installed.			
ENGINE- 3.6L Six-(6) Cylinder, 300 HP @ 5600 rpm torque 262 ft lbs @ 5300 rpm, with single exhaust (Stainless Steel). Manufactured and recommended for Police Package only. Must be the largest cubic inch/liter displacement available in the model of vehicle submitted. Engine must be equipped with oil cooler. The Engine will also be rested in a reinforced cradle. This is the only engine size acceptable.			
TRANSMISSION 6 speed automatic with electronically controlled overdrive.			
BRAKES - Power Assisted, four (4)-wheel disc anti-lock braking system (ABS) with police calibration and heavy-duty front and rear brake pads.			
STARTER, ENGINE- Interrupt type.			
GAS TANK – Minimum 17 gallons cap.			
STEERING- Heavy-duty power, with cooler			
SUSPENSION - To be equipped with heavy-duty 4- wheel independent, firm ride and handling with increased ride height springs, heavy-duty front and rear stabilizer bars. Shocks are to be best quality offered for high-speed police pursuit driving and road ability. (police package type only).			
STRUTS- Front struts will be reinforced heavy-duty type.			
SKID PLATES*- Vendor installation , steel powder coated.			
WHEELS- 16"x6.5"Steel, heavy-duty type.			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
TIRES- Five (5) full size, with steel rims P225/60R16 SBR black-wall, With an "H" rating for high speeds, police service. Cover over spare in trunk.			
TRUNK LIGHTING – LED's			
TRUNK RELEASE, REMOTE – equipped with electronically operated remote control trunk release (driver door and dash control). Control to be within convenient reach of the driver. Control located in the glove box is not acceptable. (Release to operate only when ignition switch is in "on" position with key).			
WHEEL COVERS – OEM wheel covers cap type, chrome center caps.			
TOOLS - Wheel wrench and heavy-duty jack.			
STEERING WHEEL- Adjustable tilt steering column, with column mounted short gear shifter.			
CRUISE CONTROL- With set and resume, factory installed.			
WINDSHIELD WIPERS/WASHERS - Multi speed electric with interval. Washer and reservoir are to be manufacturer's standard for this model.			
INSTRUMENTATION - Full gauge instrumentation package, with warning lights and message center, manufacturer installed.			
SPEEDOMETER – Certified and calibrated to within +/-3 mph accuracy, marked in 1 mph increments up to 129 MPH.			
DAYTIME RUNNING LIGHT DELETE SWITCH - manufacturer installed.			
HEADLIGHTS - Each Vehicle shall have a High Beam Wig-Wag Flasher connected to the high beam headlights. Engine and trunk compartment lights to be controlled by mercury or equal type switches.			
DOME LIGHTING- Dome 6" lamp, night vision type along with manufacturer installed map/dome lighting .			
LIGHTING WIG/WAGS- Option (6J7)** to be installed, headlights and tail lamps, and be fused at fuse block. Factory installed			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES																	
SPOTLAMP - Factory installed, left cowl mounted to be operated from inside (7X6)**. Clear halogen beam (H3)** or equal 6"w/160,000 cp halogen bulb independently fused.		YES	NO																
CORNER LIGHTING *- All four corners shall be illuminated using Whelen Clear Hideaway Corner LEDs. The front LED's shall be mounted in the headlight/turn signal assembly. They should be viewable from straight ahead and from the side. The rear LED's shall be mounted inside of the Brake Lamp Assembly. Vendor installed.																			
LIGHT BAR *- Mounted to roof of vehicle. to be mounted by vendor . Whelen Liberty LED Lightbar, Model SX8RRBB (1) SX8RRBB 49" Four Extended Corner Linear Super LED (5) SLDRB (2) 500 Series Linear LED Flashers, Red/Blue (1) SXAM1 Liberty SX MR11 Alley Light -2 (1) SLH2CC LibOpt Flashing T/D 2 (1) MKEZ70 E-Z Lightbar Mount Kit #70 (1) SA315P Siren Speaker, Black Plastic (1) SAK21 SA-315 Mount Kit for Chevy Impala (1) CCSRN2 Cencom 2 Siren System (1) CCMICx20 Cencom 20' Mic Extension Cable																			
<p>Lightbar to be configured as follows:</p> <p>Aerial View of Lightbar Front of Car</p> <table border="1" data-bbox="86 1394 1127 1465"> <tr> <td>Red</td> <td>Takedown</td> <td>Red</td> <td>Red</td> <td>Blue</td> <td>Blue</td> <td>Takedown</td> <td>Blue</td> </tr> <tr> <td>Red</td> <td>Red</td> <td>Amber</td> <td>Red</td> <td>Blue</td> <td>Amber</td> <td>Blue</td> <td>Blue</td> </tr> </table> <p style="text-align: center;">Rear of Car</p>				Red	Takedown	Red	Red	Blue	Blue	Takedown	Blue	Red	Red	Amber	Red	Blue	Amber	Blue	Blue
Red	Takedown	Red	Red	Blue	Blue	Takedown	Blue												
Red	Red	Amber	Red	Blue	Amber	Blue	Blue												
BACK UP LAMP FLASHER - Each Vehicle shall be equipped with Back Up Lights that alternately flash when activated.																			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
<p>SIREN – WHELEN CENCOM* Pursuit Switch #1 – Shall activate the following functions: A. All rear flashing lights on the lightbar B. Rear Corner Leds C. Back Up Flashing Lights Pursuit Switch #2 – Shall the following functions A. All functions with Pursuit Switch #1 B. All front lightbar blue and red flashing lights C. Front Corner Leds Pursuits Switch #3 – Shall activate the following functions A. All functions with Pursuit Switch #1 & #2 A. Wig-Wag Headlights B. Wig-Wag Takedowns C. Flashing Alley Lights Normal alley and takedown lights will operate with their corresponding pushbutton on the siren. <i>Siren/Light Control Panel</i> shall be configured so that it is hot at all times. Vendor installed*.</p>		YES	NO
<p>WEAPONS LOCK BUTTON that is located on the Siren/Light Control Panel Will Not release the weapon unless the Ignition Switch is in the On Position.</p>			
<p>WEAPONS LOCK: The Outfitter shall install a Weapons Lock made for a Remington 870 Shotgun.</p>			
<p>SIREN SPEAKER: Outfitter shall install a Siren Speaker that is grill mounted or forward facing.</p>			
<p>SIREN MICROPHONE: The Outfitter shall install a Siren Microphone Extension Cable from the Siren Unit to the Console. A Siren Microphone shall be installed near the Console at a Customer Specified Location.</p>			
<p>ANTENNA: Outfitter shall install customer supplied Antenna Mount and Antenna on the Roof of Car. The Antenna shall be located in the center of the roof, approximately 6-10 inches behind the lightbar.</p>			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
<p>TWO-WAY RADIO POWER CABLE: Outfitter shall install the customer supplied power cable for the Two-Way Radio. It shall be controlled by the Ignition Switch and terminate inside of the Center Equipment Console. The Outfitter will leave at least 24" of cable inside of the console for service work</p>		YES	NO
<p>POWER ACCESSORY OUTLET, 12 VOLT: Outfitter shall install (2) 12 volt accessory outlets, Napa 782-1636. The exact location will be determined upon site visit of the City. Variance from the Napa product must be pre-approved.</p>			
<p>CENTER CONSOLE – JOTTO DESK 425-2883 Floor Plate 425-6010 Console 425-6033 Cup Holder 425-6088 Armrest 425-6051 Blank 2" 425-6101 Blank for a Whelen Cencom Siren 425-6117 Blank for a Motorola XTL2500 Mobile</p> <p>Console to be arranged as follows: The Console shall be slid all the way forward against the dash. The Cup Holder will be slid all the way forward so it is next to the console. The Armrest will be mounted towards the rear of the Floor Plate. The exact location will be determined upon onsite visit of customer during initial vehicle inspection.</p>			
<p><i>POLICE RADIO NOISE AND ELECTRICAL SUPPRESSION PACKAGE*</i> – OEM standards and Installed by Vendor*. Note: See Federal Communications rules part 15.</p>			
<p>RADIO – AM/FM/CD radio with digital clock, factory installed with standard noise and electrical suppression package including external antenna, (UNO).</p>			
<p>REAR WINDOW DEFOGGER – electrical grid type.</p>			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
MIRRORS REAR VIEW - Inside rear view mirror shall be day/night type. Outside rear view mirrors shall be mounted on the left and right and shall be power remote controlled drivers door.			
GLASS - all windows shall be heat absorbing (Manufacturer's standard tinted) safety glass.			
POWER WINDOWS - To be controlled from driver side, and inoperable from the back seat (6N5).			
POWER LOCKS - To be controlled from driver side, and inoperable from the back seat (6B2). See below			
POWER DOOR HANDLES, AND LOCKS - all rear door locks are to be inoperable in rear (6N5, 6B2).			
KEYS - Single key locking system (all locks on a given vehicle are to be keyed alike). Four (4) sets of keys will be furnished with each car Include two (2) keyless entry remotes.			
SHOTGUN MOUNT AND PARTITION- Shotgun mount, horizontal located beside console (SETINA 10S w/Lexan and full extension panel) (Pro-guard 5000 UT shotgun & **). Compatible with side airbags. Release button to most right of switch control box, with release button operating only when ignition key in the "on" position. NOTE: Shotgun mount is for Remington 870 Magnum shotgun with 14" barrel. Assault mount is for AR15-mounted top of roll bar.	Big Sky Rack #270A)		
COLOR - Exterior shall be White. Interior shall be ebony.			
FRONT SEAT TYPE- Bucket, 6 way power with lumbar Driver, and Standard Bucket right side, with Heavy Duty Construction Designed for Rugged Police Use			
FRONT PUSH BUMPER*- Go Rhino #G0581** or approved equal.			
REAR SEAT TYPE*- Prisoner rear seat inserts. ProGuard 3P* or approved equal.			
MOLDING - Body side molding to be included.			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
UPHOLSTERY - Bucket Front Seat – Heavy-Duty cloth. Floorboard - <u>Front and Rear to be of heavy-duty one-piece rubber or vinyl instead of carpeting</u> (6A3). Interior shall be color-keyed.			
DELIVERY - Unit shall be delivered complete with a full 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.			

****Equipment to be installed by Truckers Lighthouse NO SUBSTITUTE.***

NOTE: First completed vehicle shall be inspected/approved by City personnel at vendor's location.

****Or approved equal. Provide complete product specifications & warranty terms with return BID.**

COMPLETE AND RETURN WITH BID PACKAGE

HYBRID 4-DOOR SEDAN

(BID ITEM #2)

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 these vehicles ready for use.

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
Current 2012 or 2013 Hybrid Sedan, four (4) door sedan, full size, 109.30" wheelbase, front wheel drive, new and unused with all standard equipment as offered by the Manufacturer. All equipment listed both standard and optional shall be factory installed. Toyota Camry LE NO SUBSTITUTION.			
AIR BAG SYSTEMS- Driver & front passenger advanced airbags – occupant sensor, front/rear seat-mounted side airbags, front/rear side curtain airbags, driver & front passenger knee airbags			
DOOR BEAMS- Side impact door beams			
AIR CONDITIONING- Dual-zone auto climate control –inc: electric compressor, air filter			
ALTERNATOR- standard			
BATTERY – Gas/Electric 14, 2.5L DOHC VVT-I 16 valve 4-cylinder hybrid engine , 12 volt auxiliary power outlet			
BATTERY PROTECTION – Battery saver			
ANTI-FREEZE- To be equipped with anti-freeze protection to -20 degrees F. minimum			
COOLING SYSTEMS – factory installed, manufacturer's standard			
ENGINE- Gas/Electric 14, 2.5L DOHC VVT-I 16 valve 4-cylinder hybrid engine			
TRANSMISSION – Electronic controlled continuously variable transmission –inc: Eco & EV drive modes			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
BRAKES – Power front ventilated/rear solid brakes –inc: integrated regenerative braking; 4-wheel anti-lock brake system –inc: electronic brake-force distribution, brake assist, smart stop technology			
GAS TANK –Minimum 17 gallons cap			
EXHAUST – Mfgr's standard			
STEERING - Electric power-assist rack & pinion steering			
STRUTS - Front struts – MacPherson Strut, rear independent dual-link suspension, front/rear stabilizer bars			
STABILITY CONTROL SYSTEM - Vehicle stability control, traction control system			
WHEELS - 16" x 6.5" steel wheels w/cover			
TIRES - Four (4) full size, P205/65R16 all-season tires, temporary spare tire			
TIRE PRESSURE MONITOR - direct			
TRUNK LIGHTING – Mfgr's Standard			
TRUNK – Release, remote, internal trunk release handle			
TOOLS - Wheel wrench and heavy-duty jack			
STEERING WHEEL - Energy-absorbing collapsible steering column, tilt/telescoping w/audio controls			
CRUISE CONTROL - Electronic with set and resume speed			
WINDSHIELD WIPERS/WASHERS – variable intermittent. Washer and reservoir are to be manufacturer's standard for this model			
INSTRUMENTATION – Multi-information Optitron instrumentation – inc: maintenance indicator			
SPEEDOMETER – Manufacturer's standard			
INTERIOR LIGHTING - Illuminated entry, lockable illuminated glove box, map lights			
HEADLAMPS – Auto on/off projector beam halogen headlamps, daytime running lamps w/ off mode			
CIGARETTE LIGHTER –Mfgr's standard			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
AUDIO SYSTEM- AM/FM w/CD player –inc: MP3/WMA capability, auxiliary audio jack, USB input w/iPod connectivity, BLU logic hands-free system, (6) speakers			
REAR WINDOW DEFOGGER – Electric rear window defrost w/timer			
MIRRORS – Color-keyed manual folding power mirrors			
GLASS – Acoustic noise-reducing windshield, high solar energy-absorbing (HSEA) glass			
POWER WINDOWS – Driver auto up/down			
POWER LOCKS - Power door locks w/anti-lockout feature			
KEYS - Single key locking system (all locks on a given vehicle are to be keyed alike). Three (3) sets of keys including two (2) keyless entry remotes per vehicle, includes panic button, smart key system w/push-button start			
THEFT DETERRENT SYSTEM- Engine immobilizer			
CONSOLE – Covered center console w/storage, overhead console –inc.: map lights, sunglass holder, dual visor vanity mirrors w/sliding extensions			
HOLDERS- Front cup holders, fold-down rear center armrest w/dual cup holders, (6) door bottle holders			
COLOR – To be selected upon placement of order			
FRONT SEAT TYPE- Bucket, cloth, Manufacturer's standard., driver 6-way power, 4-way manual passenger seat, whiplash lessening front seats			
REAR SEAT TYPE- Cloth, 60/40 split fold-down –inc: center headrest			
MOLDING – Side rocker panels w/chrome inserts, lower back & rear doors garnish			
UPHOLSTERY- Heavy-Duty cloth, front& rear. Floorboard - Front and Rear to be of heavy-duty one-piece rubber or vinyl. Floor mats front & rear.			
DELIVERY - Unit shall be delivered complete with a full 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: _____			

CITY'S SPECIFICATIONS	BIDDER'S EXCEPTIONS	BIDDER COMPLIES	
		YES	NO
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.			

COMPLETE AND RETURN WITH BID PACKAGE

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 209 Water Street, Johnson City, Tennessee.

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.

Motor Transport Representative

Date

Vendor

Vendor Representative

Date



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.



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: _____