

## INVITATION FOR BID

**THIS FORM MUST BE COMPLETED AND  
SIGNED FOR YOUR BID TO BE CONSIDERED VALID.**

Address to: Procurement Manager  
City of Kingsport  
225 W Center Street  
Kingsport, TN 37660  
Phone (423) 229-9419 or Fax (423) 224-2433

Date Issued: 10/16/19  
F.O.B. Kingsport  
  
Total Number of Pages: 11

This sealed bid in the original copy, subject to the terms and conditions on the attachment, will be received by the Procurement Manager until 4:00 P.M., Eastern Time on October 31, 2019, at which time will be publicly opened in the Council Room, City Hall, 225 W. Center Street, Kingsport, Tennessee. IN THE LOWER LEFT CORNER OF YOUR ENVELOPE ADDRESSED TO ABOVE, MARK YOUR ENVELOPE "4X4 BACKHOE" AND DATE OF THE BID OPENING.

### READ TERMS AND CONDITIONS BEFORE COMPLETING THIS FORM

Item	Quantity	U/I	Description	Unit Price	Total Price
01	2	EA	4X4 BACKHOE AS PER ATTACHED SPECIFICATIONS		
02	2	EA	OPTION 1		
03	2	EA	OPTION 2		
04	2	EA	OPTION 3		
05	1	EA	TRADE-IN ALLOWANCE VEHICLE #1832  BRAND/MODEL _____		
			<p>Delivery Terms:</p> <ol style="list-style-type: none"> <li>1. Delivery no later than _____ business days after acceptance of order which shall be defined as purchase order date.</li> <li>2. The Fleet Maintenance Department will complete vehicle inspection to insure compliance with specifications within ___10___ business days after delivery.</li> <li>3. If deficiencies are identified upon inspection, the time frame allowed for vendor to correct deficiencies and return vehicle/equipment to the Fleet Maintenance Department will be ___15___ business days after notified by the Fleet Manager.</li> </ol>		

Liquidated Damages:

As actual damages for any delays in delivery of the vehicles/equipment which the bidder is required to perform as per this bid document are difficult to determine, the Bidder shall be liable for and shall pay to the Owner the sum of Fifty Dollars (\$50.00) as fixed, agreed and liquidated damages for each business day of delay per purchase order and not per unit from the number of days stipulated for delivery and for deficiency correction

In compliance with this Invitation for Bid and subject to all conditions thereof, the undersigned agrees, if this bid is accepted within 60 days from the date of the opening, to furnish all of the material/service upon which prices are quoted, delivered at the designated point(s) within the time specified.

- (A) Terms: NET
- (B) Delivery/Job completion within \_\_\_\_\_ days after notification.
- (C) Specification/Letter of explanation enclosed: YES (  ) NO (  )

\_\_\_\_\_  
Handwritten Signature of Authorized Representative

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

**THIS FORM MUST BE SIGNED TO BE CONSIDERED COMPLETE**

## TERMS AND CONDITIONS

1. Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Each bid will be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Telephone bids or fax bids will not be accepted. Unless otherwise stated by the City, no bidder may withdraw his bid within a period of sixty (60) days after the date set for the opening of bids.
2. If prices are quoted FOB Kingsport, TN., delivery to City of Kingsport locations shall be without additional charge.
3. Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Procurement Manager. An interpretation of the documents will be made only by addendum issued by the Procurement Manager to each firm to whom an invitation was forwarded. The City will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.
4. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent.
5. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.
6. Taxes. The City is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.
7. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
8. Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form.
9. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.
10. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract, whichever is the later date.
11. Charges for boxing or cartage will not be allowed unless previously agreed upon.
12. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
13. Bidder agrees to defend and save City of Kingsport from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
14. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail.
15. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
16. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
17. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.
18. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.
19. The City, in accordance with its governing directives, reserves the right to reject any and all bids, to waive any informality or irregularities in bids and unless otherwise specified by the bidder, to accept any item.
20. This Bid includes an option to allow the City of Kingsport the right to purchase additional vehicles/equipment. The City's use of this option will be dependent upon the price offered by the vendor and the availability of funding. The City may exercise this option clause for a period of twelve (12) months after the award of the Bid. The City is aware that costs may increase for vehicle/equipment manufacture and delivery, and therefore a price adjustment for unit cost may be negotiated between the two parties. Documentation of cost increase is to be provided to the City by the Awarded Bidder as requested.

21. The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.
22. CONFLICT OF INTEREST:
- a) No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
  - b) No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
  - c) The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
  - d) By submission of this bid, the vendor is certifying that no conflicts of interest exist.
23. DRUG FREE WORKPLACE REQUIREMENTS:
- a) Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.
24. ELIGIBILITY:
- a) The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.
25. GENERAL:
- a) Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
  - b) Such offer is genuine and is not a collusive or sham offer.
26. IRAN DIVESTMENT ACT:
- a) Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.
27. NON-COLLUSION:
- a) Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
  - b) The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
28. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:
- a) In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

## **GENERAL PROVISIONS**

1. The unit and associated equipment shall be furnished complete and in readiness for use.
2. Special Awarding Criteria. While the purpose of the bid document is to indicate certain minimum requirements, its use is not intended to relieve the City of all responsibility in making a selection which is the most suitable for the City's service.  
  
Although proposals may be received based on the minimum requirements indicated, it is not intended that this alone shall limit the award but other factors will be considered, including the experience of the City and others.
3. Unless the capabilities of the equipment, which the Vendor bids, is known to the City, bidder agrees to provide a model within reasonable distance of the City of Kingsport, for evaluation purposes at no expense to the City of Kingsport.
4. Trade-in. Vendors are requested to consider a trade-in allowance for the following: City Vehicle # 1832 – 2008 New Holland Backhoe. Vendor is to contact Steve Hightower, Fleet Manager (423-224-2434) to arrange an appointment to inspect this vehicle. The City reserves the right to accept or reject any trade-in allowance.
5. OPTIONAL EQUIPMENT. Optional Equipment selection will be at the discretion of the City.
6. Specifications. SEE: Vehicle Specifications – 6 (six) pages.
7. Bidder is requested to fill out the Bid Form and attach a completed copy of the specifications (Pages 1-11) to the Bid Form.
8. Any additions, deletions, variations from attached specifications must be noted. Any items appearing in manufacturer's regular published specifications furnished by bidder are assumed to be included in the "Bidder's Proposal".
9. At time of delivery to the City of Kingsport, vehicle must meet or exceed all federal, state, and local health, safety, lighting and noise standards.
10. At time of delivery to the City of Kingsport, vehicle must meet or exceed all existing DOT regulations and US EPA emission standards that are applicable to this type vehicle.



## EQUIPMENT SPECIFICATIONS

### BACKHOE FOUR WHEEL DRIVE DIESEL POWERED

The unit(s) to be furnished under this proposal should be a diesel powered, four wheel drive, tractor type backhoe/loader suitable for municipal type construction and repair projects. All shall be manufactured according to the following specifications.

*Compliance with the specifications shall be so noted in the yes or no columns designated. Any addition, deletion, or variation from the following specifications shall be so stated in the space provided. These specifications shall be construed as minimum; however, all exceptions will be weighed carefully against the needs, experiences, and resources of the *City of Kingsport*. These specifications also require the bidder furnish descriptive literature, complete specifications, and all other technical data on the equipment as proposed by the perspective bidder. Failure to comply with these conditions will deem the bidder as non-responsive.*

SPECIFICATIONS	Bidder Complies	Yes	No
<b>1.0/ - GENERAL SPECIFICATIONS:</b>			
1. Latest, current production model, tractor type four wheel drive backhoe/ loader; new and unused, with all standard equipment as offered by the manufacturer.			
2. All parts, accessories, equipment, and safety features considered as standard by the equipment manufacturer; whether herein specified or not, shall be considered as required.			
3. This complete unit(s) shall be built and delivered complete and ready for use in full compliance with federal, state, and local requirements and regulations.			
4. This unit and all other related equipment incorporated into this unit shall be designed, built, manufactured, and constructed in accordance with all applicable safety codes, design, and manufacturing standards as outlined by SAE, ANSI, AWSI, FMVSS and related organizations or standards agencies.			
5. This unit(s) and attachments shall embody the highest quality materials and workmanship available.			
<b>EXCEPTIONS:</b>			
<b>2.0 - WHEELBASE/ OPERATING WEIGHT:</b> 82 Inches/ 20,200 lbs. minimum.			
<b>EXCEPTIONS:</b>			
<b>3.0 - ENGINE:</b>			
1. 207 cubic inch displacement diesel engine with 88 SAE net horsepower at 2,200 RPM and a maximum torque @ 1,600 rpm shall be 280 lb. ft. minimum, shall be provided.			
2. A cold weather starting option shall be provided.			
<b>EXCEPTIONS:</b>			
<b>4.0/ - POWER TRAIN:</b>			
1. A four wheel drive unit shall be provided.			
2. Transmission shall be a minimum four speed power shuttle-type with a single stage type torque converter.			
3. A differential lock shall be provided.			
4. Reversing unit shall have power hydraulics clutches.			
5. Final drives shall be multiple gear reduction type.			
6. Road gear shall be no less than 20 MPH.			
<b>EXCEPTIONS:</b>			

SPECIFICATIONS	Bidder Complies	Yes	No
<p><b>5.0/ - ELECTRICAL SYSTEM:</b></p> <ol style="list-style-type: none"> <li>1. 12 volt heavy duty electrical system with DUAL 690 CCA maintenance free batteries shall be provided.</li> <li>2. 95 amp (minimum) alternator shall be provided.</li> <li>3. Battery terminals shall be protected with a corrosion resistant coating.</li> <li>4. Solid state reverse activated back-up alarm shall be provided.</li> <li>5. All wiring shall be color coded and numbered for ease of maintenance.</li> <li>6. All circuits shall be circuit breaker or fuse protected.</li> <li>7. Convenient access shall be provided for all electrical circuits, controls, and wiring.</li> <li>8. All wiring shall conform to Society of Automotive Engineers (SAE) requirements and installation procedures.</li> <li>9. NOTE: "Scotchlocks" or other piercing type wire connectors on any connection (chassis or body) shall not be accepted. Twist lock and/ or twist wire nut type connectors shall not be accepted.</li> <li>10. All connectors or connections shall be weather proof and corrosion resistant in design, manufacture and use regardless of location or component operated.</li> <li>11. All wiring shall be enclosed in a non-metallic loom and secured in place utilizing metal style, vinyl or rubber coated , clamps with screws or bolts.</li> <li>12. Adhesive backed, cable tie type, plastic or nylon, retaining pads will not be accepted.</li> <li>13. Exposed wiring on cab/body sides or roof will not be accepted.</li> <li>14. Any penetration of wiring through metal points or other materials shall have protective rubber grommets installed in such opening.</li> </ol>			
<b>EXCEPTIONS:</b>			
<p><b>6.0/ - BRAKES:</b></p> <ol style="list-style-type: none"> <li>1. Individual or simultaneous foot actuated, hydraulic, self adjusting and self equalizing with 8 inch (minimum) double wet disc brakes, pressure cooled and lubricated, shall be provided.</li> <li>2. Over center hand operated parking brake shall be provided.</li> </ol>			
<b>EXCEPTIONS:</b>			
<p><b>7.0/ - AXLES:</b> Axle specifications shall be equal to or greater than:</p> <ol style="list-style-type: none"> <li>1. Front: Dynamic; 20,000 pounds. Static; 50,500 pounds.</li> <li>2. Rear: Dynamic; 20,000 pounds. Static; 50,000 pounds.</li> </ol>			
<b>EXCEPTIONS:</b>			
<p><b>8.0 - STEERING:</b></p> <ol style="list-style-type: none"> <li>1. Hydrostatic power full assist steering shall be provided.</li> <li>2. Steering radius shall not exceed 14 ft un-braked.</li> </ol>			
<b>EXCEPTIONS:</b>			
<p><b>9.0/ - TIRES:</b></p> <ol style="list-style-type: none"> <li>1. <b>FRONT:</b> 11L x 16 / 10 ply rating with utility traction tread (minimum).</li> <li>2. <b>REAR:</b> 19.5L x 24/ 10 ply rating R4 utility traction tread (minimum).</li> </ol>			
<b>EXCEPTIONS:</b>			
<p><b>10.0/ - CAB:</b></p> <ol style="list-style-type: none"> <li>1. Fully enclosed, OSHA approved, "ROPS/FOPS" type cab shall be provided.</li> <li>2. Left and right cab entry doors shall be provided with separately opening windows.</li> <li>3. A multiple speed fan, heater/defroster / air conditioning package shall be provided.</li> <li>4. Cloth covered <u>air ride</u>, with arm rests, seat shall be provided.</li> <li>5. AM/FM Radio shall be provided.</li> <li>6. Dual inside and outside work rear view mirrors shall be provided</li> <li>7. Tinted safety glass shall be provided.</li> <li>8. Front and rear windshield wipers with washers shall be provided.</li> <li>9. A "Slow Moving" triangle shall be mounted to the left rear side of the cab.</li> </ol>			
<b>EXCEPTIONS:</b>			

SPECIFICATIONS	Bidder Complies	Yes	No
<b>11.0 - INSTRUMENTATION:</b> Full gauge instrumentation (i.e. voltage, oil pressure engine coolant temperature, odometer/hour meter, etc.) shall be provided.			
<b>EXCEPTIONS:</b>			
<b>12.0 - BACKUP ALARM:</b> Solid state reverse gear activated shall be provided.			
<b>EXCEPTIONS:</b>			
<b>13.0/ - LIGHTS:</b> 1. Shock mounted headlights, combination tail, stop, directional, and flasher. 2. A roof left of center mounted "Buyers Brand", Model 8891100, LED Flashing Warning shall be provided. 3. The warning light shall be permanently mounted. 4. Unit shall be provided with a minimum of four (4)LED work lights to the front and four (4) LED work lights to the rear.			
<b>EXCEPTIONS:</b>			
<b>14.0 - SECURITY PACKAGE:</b> Vandalism protection package shall be provided.			
<b>EXCEPTIONS:</b>			
<b>15.0 - COLOR:</b> Manufacturer's high visibility safety yellow or orange shall be provided.			
<b>EXCEPTIONS:</b>			
<b>16.0/ - LOADER:</b> 1. Complete single lever control hydraulic system with bucket level indicator, lift arm street supported, self leveling, return to dig loaded, with 82 inch long-lipped bucket shall be provided. 2. Bucket capacity shall be a minimum of 1.3 cu yards heaped. 3. Bucket shall have a one piece bolt on cutting edge. 4. Loader break out force shall be 10,000 lbs. minimum. 5. Lift capacity at full height shall be 6,400 lbs. minimum. 6. Loader dump height @ max angle shall be a minimum of 8' ft. 7. Minimum lower bucket pin hinge height a full raise shall be no less than 11 foot.			
<b>EXCEPTIONS:</b>			
<b>17.0/ - HYDRAULIC:</b> 1. Hydraulic pump shall be variable displacement and shall be rated at 35 GPM at 2,200 RPM with a working pressure of 3,300 psi minimum. 2. Hydraulic system shall have an independent oil cooler. 3. Machine must be able to reach maximum loader lift or rear boom digging capacity at any engine speed.			
<b>EXCEPTIONS:</b>			



SPECIFICATIONS	Bidder Complies	Yes	No
<p><b>18.0/ - BACKHOE:</b></p> <ol style="list-style-type: none"> <li>1. Three and one half foot minimum "Extenda-hoe" option shall be provided.</li> <li>2. Excavator style controls, with changeable pattern, shall be provided.</li> <li>3. Reach from swing center shall be a minimum of 17' 10" retracted.</li> <li>4. Backhoe crowd force shall be a minimum of 7,300 lbs.</li> <li>5. Bucket breakout force shall be a minimum of 12,000 lbs.</li> <li>6. Boom lift capacity shall be a minimum of 2,500 lbs. retracted.</li> <li>7. Stabilizers with two position "street-cemetery" type pads shall be included.</li> <li>8. Backhoe shall be complete with all necessary accessory hydraulics and controls to interchange with a hammer attachment or hydraulic tooling when needed.</li> <li>9. All hydraulic lines utilized and extending from the machine to the boom end shall be steel and fully enclosed within the length of the boom where possible.</li> <li>10. "Hydraulic Quick Connects" shall be provided to connect a hydraulic hammer or other auxiliary tooling to the end of tip boom section.</li> <li>11. Hydraulic connections shall be of the "quick connect" type and located near the bucket attachment points to keep exposed hydraulic hose length to a minimum.</li> <li>12. Quick disconnects shall be matched to the brand and type presently used by the City of Kingsport to support standardization of components.</li> <li>13. NOTE: The Male fitting should be Parker # FF-752-12F0; Female fitting FF-751-12F0 .</li> <li>14. Flexible rubber hydraulic hoses shall be used only at pivot points from the machine to the lower boom section, lower boom pivot to tip boom section, and tip boom section to the breaker attachment.</li> </ol>			
<b>EXCEPTIONS:</b>			
<p><b>19.0/ - MANUALS:</b></p> <ol style="list-style-type: none"> <li>1. One (1) set of owner/operator manuals, parts books, wiring diagrams, lubrication charts, and all other technical data for each unit(s), as equipped, shall be provided upon delivery.</li> <li>2. CD Rom or DVD's are acceptable manual/ repair information media.</li> <li>3. Internet based repair information shall be provided for the life duration of the unit within the City's Fleet.</li> </ol>			
<b>THERE ARE NO EXCEPTIONS ALLOWED TO THIS SPECIFICATION</b>			
<p><b>20.0/ - WARRANTY:</b></p> <ol style="list-style-type: none"> <li>1. Manufacturer's full warranty shall be applicable to this unit(s) as equipped (12 month, 2,000 hours minimum).</li> <li>2. Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, sub-bases and turntables.</li> <li>3. Awarded vendor shall be required to reimburse any expenses incurred by the City covering transport labor cost or shipment charges on any unit component or attached component failure when the unit or component manufacturer requires an "Authorized dealer repair only" and when the authorized repair facility extends beyond a fifty (50) mile radius of the City of Kingsport city limits during the warranty period.</li> <li>4. Towing and hauling service to a repair facility shall be provided at "no cost" to the City of Kingsport throughout the complete warranty period of the unit on any of the incorporated components or attachments on the unit.</li> <li>5. The awarded vendor shall be required to reimburse the City of Kingsport for any and all unit warranty repair expenses, to include towing or hauling services, incurred by the City of Kingsport during the warranty period.</li> <li>6. Reimbursement shall occur within a maximum of 30 days of notification of a reimbursement claim.</li> <li>7. Awarded vendor shall agree to perform, or have performed, any and all warranty work on the unit and any installed attachment(s) or unit component throughout the complete warranty period which will begin at the time the unit(s) are placed into active service.</li> <li>8. This specifications requires manufacturer's delayed warranty start.</li> <li>9. Chassis, components, all attachments and body shall have a minimum 100% full warranty (parts and labor) for a minimum period of one (1) year from the time of cab/chassis/body service activation within the City of Kingsport fleet regardless of manufacturer or installer.</li> <li>10. Warranty claims of any unit, component, or attachment shall be addressed within a period 3 days from time of notification by the awarded vendor.</li> <li>11. Awarded vendor shall insure successful completion of any warranty repair within 10 business days from time of notification.</li> <li>12. Towing service shall be provided though the warranty period for warrantable breakdowns requiring tow.</li> <li>13. This warranty specification shall be honored in conjunction with any manufacturer's standard warranty regardless of exclusions.</li> </ol>			
<b>EXCEPTIONS:</b>			

SPECIFICATIONS	Bidder Complies	Yes	No
<p><b>21.0/ - TRAINING:</b></p> <ol style="list-style-type: none"> <li>1. Successful bidder shall provide a minimum of 3 hours of technician service and operator training at the City's location if this training is needed by City staff.</li> <li>2. Training shall present the manufactures required maintenance, repair, and operating procedures and offer the technician and operator the full knowledge of the practices required for the successful, lifelong operation of the proposed unit(s).</li> <li>3. Training shall be scheduled <u>after</u> unit(s) is placed into active service.</li> <li>4. Training shall be scheduled provided within one (1) week of service activation of the unit(s).</li> </ol>			
<b>EXCEPTIONS:</b>			
<p><b>22.0/ - DELIVERY:</b></p> <ol style="list-style-type: none"> <li>1. Unit(s) shall be delivered complete with all provided options installed and a full tank of fuel.</li> <li>2. The Diesel Exhaust Fluid tank shall be full if applicable to the unit(s).</li> <li>3. Unit(s) shall be delivered complete with NO dealer advertising logos affixed to the interior or exterior of the unit(s) prior to delivery.</li> <li>4. Delivered unit(s) shall come with all required paperwork to complete the purchase and registration process and shall include at a minimum: <ol style="list-style-type: none"> <li>a. Invoice</li> <li>b. Mileage Statement (if applicable)</li> <li>c. Manufacturer's Statement of Origin (MSO)(if applicable).</li> </ol> </li> <li>5. Delivery acceptance of unit(s) may be refused if any part of the awarded specifications are not maintained.</li> <li>6. Delivery acceptance of unit(s) may be refused if any device, feature or system is deemed as unsafe to the operator and/or the general public as determined by the City of Kingsport's knowledge or experience.</li> <li>7. Delivered unit(s) are required to complete an acceptance inspection (school buses will require the additional State of Tennessee inspection) and shall be inspected against awarded specifications as a total unit, irregardless of multiple manufacturer contributions to the completed elements of the unit(s), before acceptance is granted.</li> <li>8. Bidder misunderstanding and/or misinterpretation which results in an unsatisfactory bid or final delivered product is not the responsibility of the City of Kingsport.</li> <li>9. The City of Kingsport shall have the sole interpretation of the bid requirements and shall have final determination whether submitted bids and/or the final product delivered satisfy the requirements of the bid.</li> <li>10. All awarded bids shall be subject to final inspection of the unit(s) ordered by the Fleet Manager, or designee, and must be compliant with all bid requirements prior to acceptance of the unit(s) and final payment.</li> <li>11. Any non-compliant unit(s) must be made compliant at the expense of the awarded bidder and within a reasonable time frame, as determined by the City of Kingsport.</li> <li>12. Misinterpretation of the specifications by the vendor or failure to supply the appropriately equipped unit(s) specified or intended, based on the City of Kingsport's interpretation, shall be corrected to the benefit of the City of Kingsport by the awarded bidder at the bidders expense.</li> <li>13. In all cases the City of Kingsport's interpretation and definition of unit(s) specifications and requirements shall be the final determination of a successful final inspection and compliance with awarded specifications before unit acceptance will be granted.</li> <li>14. Failure to provide the requested documentation upon delivery shall be considered as non-compliance to awarded specifications and allows the City of Kingsport the right to refuse acceptance.</li> <li>15. All "Trade In" units offered by the City of Kingsport are to be considered "AS IS, WHERE IS".</li> <li>16. Any trade terms offered or required by a bidder will allow the City of Kingsport to reject their bids.</li> </ol>			
<b>THERE ARE NO EXCEPTIONS ALLOWED TO THIS SPECIFICATION</b>			

SPECIFICATIONS	Bidder Complies	Yes	No
<p><b>23.0/ - MISCELLANEOUS INFORMATION REQUIRED:</b>  Vendor shall supply the following information in the space provided on the unit (cab/chassis/body) proposed:</p> <ol style="list-style-type: none"> <li>1. Location (City, State) of Backhoe Manufacturer.</li> <li>2. Location (City, State) of Backhoe Dealership.</li> <li>3. Percentage of Import/ Domestic Content of Backhoe.</li> <li>4. Anticipated Fuel Economy (MPG) of Unit when utilized during transport/ work environment.</li> </ol>			
<b>THERE ARE NO EXCEPTIONS ALLOWED TO THIS SPECIFICATION</b>			
<p><b>24.0/ - OPTION 1 - 18" REAR BUCKET:</b>  Vendor is to quote an add on price for an 18" bucket</p>			
<b>THERE ARE NO EXCEPTIONS ALLOWED TO THIS SPECIFICATION</b>			
<p><b>25.0/ - OPTION 2 - 24" REAR BUCKET:</b>  Vendor is to quote an add on price for a 24" bucket</p>			
<b>THERE ARE NO EXCEPTIONS ALLOWED TO THIS SPECIFICATION</b>			
<p><b>26.0/ - OPTION 3 - 30" REAR BUCKET:</b>  Vendor is to quote an add on price for a 30" bucket</p>			
<b>THERE ARE NO EXCEPTIONS ALLOWED TO THIS SPECIFICATION</b>			