

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: 1/12/20
 F.O.B. Kingsport

Total Number of Pages: 10

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 January 28, 2020, 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 "ENCLOSED CONTRACTORS TRAILER" AND DATE OF THE BID OPENING.

READ TERMS AND CONDITIONS BEFORE COMPLETING THIS FORM

Item	Quantity	U/I	Description	Unit Price	Total Price
01	1	EA	<p>ENCLOSED CONTRACTORS TRAILER AS PER ATTACHED SPECIFICATIONS</p> <p>BRAND/MODEL</p> <p>_____</p> <p>Delivery Terms:</p> <ol style="list-style-type: none"> 1. Delivery no later than _____ business days after acceptance of order which shall be defined as purchase order date. 2. The Fleet Maintenance Department will complete vehicle inspection to insure compliance with specifications within ___15___ business days after delivery. 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 __10__ business days after notified by the Fleet Manager. 		

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. N/A.
5. OPTIONAL EQUIPMENT. Optional Equipment selection will be at the discretion of the City.
6. Specifications. SEE: Vehicle Specifications – 5 (five) pages.
7. Bidder is requested to fill out the Bid Form and attach a completed copy of the specifications (Pages 1-10) 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
CONTRACTORS ENCLOSED TRAILER
HEAVY DUTY- TANDEM AXLE**

The unit to be provided under this proposal shall be a heavy duty, tandem axle enclosed contractors trailer suitable for hauling contractors type tools and other equipment hauling uses.

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
1.0/ - GENERAL SPECIFICATIONS :			
1. Latest, current production model, heavy duty construction, tandem axle, tandem wheeled, spring suspension equipped, 8.5' x 16', contractors type, enclosed utility trailer; 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.			
EXCEPTIONS:			
2.0/ - GVWR: The trailer shall have a minimum rated capacity of 7,500#.			
EXCEPTIONS:			
3.0/- SUSPENSION/AXLES:			
1. Heavy duty, torque flex (torsion tube) type, 3,500# each minimum, suspension with tandem axles shall be provided.			
EXCEPTIONS:			
4.0/ - AXLE BEARINGS: All wheel bearings shall be heavy duty synthetic grease lubricated with heavy duty wheel seals to retain lubricant in wheel hub.			
EXCEPTIONS:			
5.0/ - BRAKES:			
1. Both axles provided shall have braking capability.			
2. The brakes shall be self adjusting, 12" x 2" minimum, electric type.			
3. Brakes shall be self adjusting electric brakes to include a breakaway kit.			
4. A solar battery charger shall be provided for maintaining the break away kit battery.			
EXCEPTIONS:			

SPECIFICATIONS	Bidder Complies	YES	NO
<p>6.0/ - HITCH:</p> <ol style="list-style-type: none"> 1. A heavy duty, adjustable height “2 5/16” ball type hitch with “break away” system shall be provided to include safety chains, 5/16" diameter minimum , 7,800# rated, with safety latched hooks. 2. The hitch shall be a minimum of a four (4) bolt adjustable hitch plate to provide changeable height settings to match tow vehicle hitch heights. 3. Hitch height adjustments shall be capable from 18" to 24". 4. The bolts utilized for hitch height adjustment shall be no less than “Grade 8” or better. 5. A 3,000lb. top crank A-frame jack with sand pad shall be provided. 6. Tongue length shall be no less than 4 feet and constructed of 6" channel, at a minimum, and include the manufacturer’s tool box option. 7. The trailer hitch system shall be pre-wired and include a standard heavy duty, round split pin type, seven pole tractor/trailer electrical connector, similar in design and performance characteristics to the Trucklite Products Model “97159”, for trailer towing. 8. The connector shall be wired to the chassis according to the following description : <ul style="list-style-type: none"> Pin 1 / White - Ground Pin 2 / Black - Right Turn Indicator Pin 3 / Yellow - 30 amp fused power auxiliary Pin 4 / Red - Tail lights Pin 5 / Green - Trailer Brakes Pin 6 / Brown - Left Turn Indicator Pin 7 / Blue - Backup Lights 			
EXCEPTIONS:			
<p>7.0/ - TIRES AND WHEELS:</p> <ol style="list-style-type: none"> 1. Tires shall be a minimum ST205/75R 15LRC Load Range “C” with highway tread, minimum. 2. A spare tire & wheel matching brand and size of those mounted on the trailer shall be provided and shipped loose. 3. Wheels shall be 8 lug, 15" x 6" minimum, heavy duty steel and of manufacturer’s standard silver color. 			
EXCEPTIONS:			
<p>8.0/ - BODY:</p> <ol style="list-style-type: none"> 1. Body width shall be a minimum of 100" inches with an overall trailer width not to exceed 102". 2. Framing shall be a minimum of 6"x 2" heavy steel tubing with cross members provided on 16" centers. 3. Interior height shall be no less that 6' 7". 4. Roofing support members shall be of tubing construction provided on no greater than 24" centers. 5. The exterior sides shall be covered with aluminum .050, minimum, sheeting. 6. A one-piece aluminum skin roof shall be provided and a minimum of .080" in thickness. 7. All roof, body and other exterior joints or fastener penetrations shall be 3M bonded, caulked or sealed to prevent moisture intrusion. 8. Anodized front corners shall be provided. 9. Flooring shall be constructed of a minimum of ¾” engineered flooring with a platform height no less than 19" but no greater that 22". 10. Interior walls shall be constructed of no less than ¾”thick drymax cargo panels. 11. A minimum of two (2) non powered wall vents, with covers, shall be provided. 12. A front of trailer mounted, roof access ladder shall be provided. 			
EXCEPTIONS:			

SPECIFICATIONS	Bidder Complies	YES	NO
<p>9.0/ - DOORS:</p> <ol style="list-style-type: none"> 1. A heavy duty, full width ramp style rear door with lockable cam lock closures shall be provided. 2. The rear door shall have an assisted lift provision for opening and closing. 3. An aluminum starter flap shall be provided on the rear ramp door. 4. A curbside, forward of body located, side door shall be provided to include a lockable paddle type latch with a dead bolt system. 5. The curbside door shall be a minimum of 36"x 72", right hand hinged with a recessed step. 6. Storage compartment doors shall be provided with lockable paddle type latches. 7. All door hardware shall be corrosion protected. 8. All doors, entrance and compartment, shall be provided with a weather resistant, replaceable, automotive type rubber seal to prevent moisture intrusion into the cargo body. 9. All locks shall be keyed alike on the unit shall be provided with a minimum of four (4) key sets on delivery. 			
EXCEPTIONS:			
<p>10.0/ - STORAGE COMPARTMENTS:</p> <ol style="list-style-type: none"> 1. A minimum of three right side unit storage compartments shall be provided. 2. One compartment shall be rearward of the wheel set, the second long compartment shall be over the wheel set, and the third compartment shall be forward of the wheel set and rearward of the right hand provided entrance door. 3. One compartment shall be mounted over the axles and shall be 72" wide x 22" tall x 16" deep. 4. One compartment shall be provided forward of the axles and shall be 22" wide x 35" tall x 16" deep. 5. One compartment shall be provided rearward of the axles and shall be 22" wide x 35" tall x 16" deep. 6. There shall be an interior mounted, top of compartments, opening door(s) to allow access to compartment contents provided. 			
EXCEPTIONS:			
<p>11.0/ - TRAILER TONGUE STORAGE:</p> <ol style="list-style-type: none"> 1. A tongue mounted, lockable, heavy duty, aluminum tool box shall be provided with four (4) sets of keys. 			
EXCEPTIONS:			
<p>12.0/ - PAINT AND COLOR:</p> <ol style="list-style-type: none"> 1. The color shall be manufacturer's standard white. 2. Trailer frame tongue and frame shall be manufacturer's standard black. 3. Wheels shall be silver in color. 			
EXCEPTIONS:			
<p>13.0/ - SAFETY FEATURES:</p> <ol style="list-style-type: none"> 1. The trailer shall be equipped with safety chains, LED lighting package to include stop, tail, turn, and side markers, reverse lights, and shall be wired for such features to the trailer tongue with a minimum of three (3) feet excess wire for connection to a towing vehicle. 2. A minimum of two (2) 5,000# recessed mounted "D" ring tie-downs shall be provided on the inside of the rearward body section of the body and floor mounted near the interior walls. 3. A minimum of two (2) rows, interior left wall mounted, "E" track tie systems shall be provided and shall be installed at 1/3 and 2/3 height. 4. Two (2) 5,000 lb each drop down rear stabilizing jacks shall be provided. 5. Body sides, front and rear, lower section of body affixed, shall be provided with DOT-C2 "RED/WHITE" reflective taping meeting CFR Title 49571.108 - S5.7 as a minimum. 6. Any and all other safety features not specified and as required by law shall be provided. 			
EXCEPTIONS:			

SPECIFICATIONS	Bidder Complies	YES	NO
<p>14.0/ - ELECTRICAL:</p> <ol style="list-style-type: none"> 1. All wiring shall be color coded and numbered for ease of maintenance. 2. Convenient access shall be provided for all electrical circuits, controls, and wiring. 3. The 7-pin trailer connector shall be sealed and fully wired to a weatherproof junction-box. 4. All wiring shall conform to Society of Automotive Engineers (SAE) requirements and installation procedures. 5. <i>NOTE:</i> "Scotchlocks" or other piercing type wire connectors on any connection (chassis or body) shall not be accepted. 6. Twist lock and/ or twist wire nut type connectors shall not be accepted. 7. All electrical connections or connectors shall be weather proof and corrosion resistant in design, manufacture and use. 8. All wiring shall be enclosed in a non-metallic loom and secured in place utilizing metal style, vinyl or rubber coated clamps and attached to anchoring points using screws or bolts. 9. Exposed wiring or wiring harness in the wheel well area will not be accepted. 10. Adhesive backed, cable tie type, plastic or nylon, retaining pads will not be accepted. 11. Exposed wiring will not be accepted. 12. Any penetration of wiring through metal points or other materials shall have protective rubber grommets installed in such opening. 13. All wiring to be mated to a plug or another wire shall be "tinned" or soldered with the appropriate rosin core electrical solder and protected by thick wall heat shrink tubing at a minimum. 			
EXCEPTIONS:			
<p>15.0/ - WARRANTY:</p> <ol style="list-style-type: none"> 1. The manufacturer's full warranties shall be applicable to this unit(s) as delivered (8-Year Structural Warranty and 2-Year Hitch-to-Bumper Warranty, minimum). 2. Awarded vendor shall be required to reimburse any expenses incurred by the City covering transport labor cost or shipment charges on any component failure when 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. 3. Awarded vendor shall agree to perform any and all warranty work on the unit, installed components throughout the complete warranty period which will begin at the time the unit(s) are placed in-service. 4. <i>This specification requires delayed warranty start on complete unit.</i> 5. Complete unit, with all factory installed options, shall have a minimum 100% full warranty (parts and labor) for a period of one (1) years from the time of service activation in the City of Kingsport. 6. Warranty claims shall be addressed within a period 3 days from time of notification by the awarded vendor. 7. Successful completion of any warranty repair shall be no longer than 2 weeks (10 business days) from time of notification. 8. This warranty specification shall be honored in conjunction with any manufacturer's standard warranty regardless of exclusions. 9. Towing or hauling service shall be provided though the warranty period for warrantable breakdowns requiring tow or hauling. 			
EXCEPTIONS:			
<p>16.0 - MANUALS : One set of owner/operator manuals, parts books, wiring diagrams, lubrication charts, and all other technical data for this unit(s), as equipped, shall be provided upon delivery.</p>			
THERE ARE NO EXCEPTIONS ALLOWED TO THIS SPECIFICATION			

SPECIFICATIONS	Bidder Complies	YES	NO
<p>17.0/ - DELIVERY :</p> <ol style="list-style-type: none"> 1. Unit(s) shall be delivered complete with all provided options installed. 2. Unit(s) shall be delivered complete with NO dealer advertising logos affixed to the unit(s) prior to delivery. 3. Delivered unit(s) shall come with all required paperwork to complete the purchase process and shall include at a minimum: <ol style="list-style-type: none"> a. Invoice b. MSO 4. Delivery acceptance of unit(s) may be refused if any part of the awarded specifications are not maintained. 5. 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. 6. Delivered unit(s) are required to complete an acceptance 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. 7. Bidder misunderstanding and/or misinterpretation which results in an unsatisfactory bid or final delivered product is not the responsibility of the City of Kingsport. 8. 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. 9. 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. 10. 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. 11. 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. 12. 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. 13. 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. 			
THERE ARE NO EXCEPTIONS ALLOWED TO THIS SPECIFICATION			