
INVITATION TO BID

Asphalt Patchers

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Division of the City of Knoxville, in Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee, until **11:00:00 a.m.** (Eastern Time) on **Wednesday June 15, 2022** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for **Asphalt Patchers**.

The bid opening may be viewed virtually on Zoom through this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/82684085045?pwd=bjdMTUtJbkNobEZpTWZFbFIIY010UT09>

Meeting ID: 826 8408 5045

Passcode: 546374

One tap mobile

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+1 253 215 8782 US (Tacoma)

Meeting ID: 826 8408 5045

Passcode: 546374

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Scope of Work:

The City of Knoxville Fleet Services Department is seeking to purchase: two (2) heavy duty current production model, self-contained asphalt repair skid units to be used for patching with HOT asphalt.

Specifications:

This specification describes a heavy duty current production model, self-contained asphalt repair skid unit to be used for patching with HOT asphalt. This unit will be mounted on a current city-owned Freightliner SD108 model truck. All parts not specifically mentioned but which are necessary for the complete unit shall be supplied and installed by the vendor even though such work or material are not specifically outlined.

The bidder shall respond to each item listed in this specification in the space provided, indicating whether they meet or do not meet specification, and describe/clarify the proposed item or any deviation to the

item. **Bidders must return the completed Specification Response Form or the bid will be deemed Non-Responsive.**

It is **strongly recommended** that Bidders inspect the existing Freightliner SD108 units to ensure compatibility. The successful bidder will be responsible for having the unit mounted onto the existing truck. Bidders wishing to inspect the Freightliner units are to make appointments to view the units with Jeff Johnston, 865-951-3620. All appointments must be completed by Wednesday, June 8, 2022. Bidders are to any questions arising from their inspection to the Procurement Specialist, Karisa Scott, in writing by the question deadline.

All freight and delivery charges must be included in the total bid price. Bidders are to indicate if a 12-month price lock will be honored to allow the City of Knoxville the option to purchase future additional equipment at the same price. **No additional equipment purchases are guaranteed.**

Equipment Specifications

Comparable unit is a ProPatch skid model SM 300-50-DHER. If different brand is being bid, the City reserves the right to request a demo before award is made.

ITEM	DESCRIPTION
1.1	<p><u>GENERAL</u> The skid unit will be a unitized asphalt repair machine capable of making permanent asphalt repairs.</p>
1.2	<p><u>BODY DIMENSIONS</u> The body must be 102” long, 48” high and 78” wide with stationary rear work platform. Unit must have four (4) each lifting eyes. Each unit must come with a self-supporting stand.</p>
1.3	<p><u>BODY INSULATION</u> The asphalt aggregate hopper and road oil tank must be fully insulated with minimum 2” industrial 12R factor, high temperature insulation encased in a double steel jacket.</p>
1.4	<p><u>HYDRAULIC OPERATED STEEL TOP DOORS</u> Two (2) hydraulically operated bi-fold steel top doors with hex brake for rigidity. Doors must be insulated with a minimum 2” of high temperature insulation in a double steel jacket. The doors must have rain seal caps and flex plates to keep asphalt out of door hinges. Each door will have a 1 ½” bore with 13” stroke hydraulic cylinder with bypass and flow control valves. The controls for doors will be at the rear of the unit.</p>
1.5	<p><u>CAPACITY</u> The asphalt aggregate hopper must hold 3 cubic yards level full or 4 tons maximum load.</p>
1.6	<p><u>HEATING SYSTEMS</u> The body must have a dry radiant heat chamber heated by 2 each 67,000 BTU retort tube diesel burners with vertical exhaust stacks. The ignition system will be 12 volt DC with electronic ignitor. Diesel burner will have a safety shut-off on loss of flame or excessive temperature. The burner will be thermostat controlled and regulated at 10 PSI.</p>
1.7	<p><u>ELECTRONIC CONTROLS</u> All electronic controls will be solid state shock resistant. The thermostat for asphalt aggregate hopper will be 0/300° F and must have built in high limit safety shut down switch. The same thermostat will control the 12 volt LP gas fired system and the 220 volt electric heating system.</p>
1.8	<p><u>EMULSION OIL TANK CAPACITY AND HEATING SYSTEM</u> The tank, built onto the main body, must have a capacity of 50 gallons and a double steel jacket with minimum of 2” insulation. The emulsion pump and all lines will be in an insulated heated area. Tank will have a LP gas burner.</p>
1.9	<p><u>EMULSION REJUVENATOR</u> The tank will be equipped with an automatic rejuvenation system that will help keep the emulsion oil from separating to prevent pump and lines from clogging up and to eliminate sludge and build-up in the tank.</p>

- 1.10** **ELECTRIC HEATING SYSTEM**
The asphalt aggregate hopper and liquid asphalt oil tank will be heated by a 220 volt, 54 kw immersion heater, thermostat controlled with 25' of cord with ground fault interrupt. The heating system will be capable of maintaining heated material during non-working hours.
- 1.11** **TEMPERATURE GAUGES**
The unit will have two 3" dial type, stainless steel temperature gauges that constantly monitor the temperature of the asphalt hopper and road oil tank.
- 1.12** **LIQUID ASPHALT OIL PUMP**
Unit will have a hydraulically driven, 1 1/2" self-priming, variable speed, reversible, rotary gear pump with relief valve, operating at 20 GPM at 1200 RPM, 100 PSI.
- 1.13** **LIQUID ASPHALT HAND SPRAYER**
Will have a 5' x 3/8" wand with at least a 20' hose, equipped with fan nozzle and Deadman Control Valve. Sprayer hose will be 15' x 1/2" with a reversible pump and diesel flush system for cleaning pump and lines.
- 1.14** **HYDRAULIC HOSE AND FITTINGS**
All hoses and crimped fittings will have a minimum of 8000 PSI burst pressure. There will be a hydraulic tool circuit outlet with quick coupler.
- 1.15** **HYDRAULIC CONTROL VALVE**
Unit will have a four spool, two-way, variable flow with 2000 PSI relief valve. The valve will control the hydraulic screw conveyor, hydraulic doors, an asphalt agitator, and liquid asphalt pump. The valve will be operated from the rear of machine by remote levers.
- 1.16** **SCREW CONVEYOR**
Will be 9' 10" long by 6" diameter progressive screw conveyor that has hard surfaced flights welded continuously on 2" pipe and is ball bearing mounted. Conveyor will be driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse. Must have a stainless steel 120° pivot asphalt chute.
- 1.17** **SECONDARY AUGER MOTOR**
A secondary, hydraulic, 13,000 in.lb. torque, variable speed booster motor will be installed at rear of auger to assist in dispensing bad or stiff asphalt mix.
- 1.18** **ASPHALT AGITATOR**
The agitator shaft will be built into the premix hopper and designed to break up asphalt bridging due to vibratory compaction. The shaft will have 12 spikes and will be ball bearing mounted and driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse.
- 1.19** **DIESEL FUEL STORAGE TANK**
Tank will be 10 gallon capacity, equipped with a 12 volt DC pump and a hand sprayer for cleaning tools and unit. There will be a connector valve for flushing road oil pump and lines and a 1" drain.
- 1.20** **DIESEL FUEL/RELEASING AGENT HOSE REEL**
Hose reel for diesel fuel/releasing agent spray wand will have 20' of hose. Reel will be spring loaded auto-retractable.
- 1.21** **DRIP PAN**
Unit will have an eight (8) gallon drip pan for waste oil combination, for flushing pump, spray wand and lines at the end of the work day, with necessary valve for draining.
- 1.22** **WATER TANK**
Will have a frame mounted stainless steel ten (10) gallon tank with valve and hose with a water supply for asphalt compactor plate or vibratory roller.
- 1.23** **HANDTORCH**
Will have a 200,000 BTU hand torch w/ 25' of hose and hose rack.
- 1.24** **HYDRAULIC QUICK COUPLERS**
The unit will be equipped with female and male quick couplers to be powered off the truck hydraulic system. Will have two each 4' pig tail hydraulic lines.
- 1.25** **VIBRATORY COMPACTOR PLATE**
Unit will have a Wacker WP1550AW compactor or equal equipped with a 5.5HP gasoline engine with auto oil alarm shut down. Operating weight shall be approx. 190 lbs., plate size 19.5" x 23", a water tank and locking holding down brackets.

1.26	<u>STROBE LIGHT</u> Light will be a pedestal mounted LED amber, 80 double flashes per minute.
1.27	<u>10-LIGHT LED DIRECTIONAL ARROW BOARD</u> The arrow board will be an Able 2 with LED arrow flashing left, right and warning bar. The board will be mounted on the rear of the patch unit with in cab controls.
1.28	<u>RECTANGLE 6.5" OVAL TAIL LIGHTS</u> LED RED, CLEAR, AMBER, & STROBE tail lights.
1.29	<u>ASPHALT LUTE AND SHOVEL HOLDER</u> Unit will have two (2) spring-loaded asphalt lute and shovel holders. Will have one (1) mounted on each side of unit.
1.30	<u>FIRE EXTINGUISHERS</u> ABC 10 LB fire extinguisher will be mounted on patch unit with vehicle mounting bracket.
1.31	<u>HARD SURFACE SCREW CONVEYOR</u> Hard surfaced screw conveyor will have a hard wired bead welded on flight of auger to enhance longevity.
1.32	<u>THROTTLE CONTROL</u> An electronic engine throttle control remote will be rear mounted.
1.33	<u>COLOR</u> Color will be black. Two (2) parts epoxy primer, two (2) finish coats polyurethane with epoxy hardener.

The successful bidder will furnish two (2) parts, service, and operator's manuals at time of delivery. Bidder is to provide at least one (1) day of training to operators and technicians for each machine.

Each machine will have a warranty covering a minimum of twelve (12) months against defects in material and workmanship of the body and on all parts and labor. The warranty must include factory technical support as well as 24-hour operating and maintenance instructions on any computer or smart phone.

Delivery Instructions:

Units must be delivered complete, fully serviced, inspected for safety and safe operation, ready to perform the work for which they are being purchased. Delivery will be to: Fleet Services Heavy Shop, 1400 Loraine St, Knoxville, TN 37921

Price is to include all charges, FOB Destination to the Fleet Services Heavy Shop. No after hour, holiday or weekend deliveries will be accepted.

Bid Submission Requirements:

Bidders must furnish the following information in writing with their submission:

1. [Bid Form](#) showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
2. Warranty Information
3. [Non-Collusion Affidavit](#)
4. [Iran Divestment Act Certification of Non-Inclusion](#)
5. [Diversity Business Enterprise \(DBE\) Program form](#)

Instructions and Conditions:

1. Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building; 400 Main Street; Knoxville, Tennessee 37902 until **Wednesday, June 15, 2022**, at **11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-**

specified time for the opening of bids. Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.

2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
4. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
5. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
6. Each bid delivered via hardcopy must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "Asphalt Patchers."
7. Electronic submissions shall be submitted online through the City's Procurement website. DO NOT EMAIL YOUR SUBMISSION. If submitting electronically, a paper bid is not required.
8. All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.) To register as a vendor: Visit the website at www.knoxvilletn.gov/purchasing Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may be sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

Step Two: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on Wednesday, June 15, 2022. To submit electronic file: Visit the

procurement website at www.knoxvilletn.gov/bids Click "ITB - Asphalt Patchers", Click "Submit Bid" (red button located at top of screen) Follow the prompts to upload and submit electronic file. The City prefers only one (1) bid file per submission. Files MUST use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company-Asphalt Patchers.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

9. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
10. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
11. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing.
12. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
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14. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing.
15. **Bid submissions from un-registered bidders may be rejected.**
16. Payment for completed services delivered to and accepted by the City shall be at the contract price.
17. State make or brand on each item. If quoting on other than the make, model, or brand specified, the manufacturer's name and catalog number must be given, along with warranty information and detailed specifications. Because the City is committed to environmentally sound practices, brands are expected to be procured with environmental responsibility in mind.
18. Time of delivery is part of the consideration and must be stated in definite terms; time of delivery is guaranteed by the bidder and must be adhered to upon award. If time varies on different items, the bidder shall so state.
19. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
20. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
21. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.

22. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
23. Bidders must comply with the President's Executive Orders No.11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
24. ADA Compliance. With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.
25. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
26. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to **Karisa Scott, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to kscott@knoxvilletn.gov. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
27. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
28. Before a Purchase Order is issued, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Agreement to purchase resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.
29. In compliance with Tennessee state law, bids must be accompanied by a certification attesting that, to the best of the bidder's knowledge, the bidder does not engage in investment activities in

Iran. The Iran Divestment Act of 2014 Certification of Noninclusion form may be found in this solicitation document.

30. By acceptance and delivery of the Purchase Order resulting from the award of this Invitation to Bid, the Vendor agrees to the following:

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

Submission Forms



Bid Form

TO: Purchasing Division
City of Knoxville
Suite 667-674
City/County Building
400 Main Street
Knoxville, TN 37902

Having carefully examined the specifications entitled "Asphalt Patchers" to open on Wednesday, June 15, 2022, at 11:00:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the equipment, and delivery as described herein for the following sum:

BID: Total charge for two (2) machines (includes shipping): _____

12-Month Price Lock: Yes: _____ No: _____

GUARANTEE of delivery no later than: _____ after awarded. ____ (Bidder must initial)

Firm Name: _____

Official Address: _____

DUNS #: _____

Business License Expiration Date: _____

(By)

(Name Typed)

Date _____ (Title)

Email _____

Phone _____

Specification Response Form

<i>Item</i>	Description	Meet Specification?	Description/Deviation
1.1	<p><u>GENERAL</u> The skid unit will be a unitized asphalt repair machine capable of making permanent asphalt repairs.</p>		
1.2	<p><u>BODY DIMENSIONS</u> The body must be 102" long, 48" high and 78" wide with stationary rear work platform. Unit must have four (4) each lifting eyes. Each unit must come with a self-supporting stand.</p>		
1.3	<p><u>BODY INSULATION</u> The asphalt aggregate hopper and road oil tank must be fully insulated with minimum 2" industrial 12R factor, high temperature insulation encased in a double steel jacket.</p>		
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	surfaced flights welded continuously on 2" pipe and is ball bearing mounted. Conveyor will be driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse. Must have a stainless steel 120° pivot asphalt chute.		
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1.21	<u>DRIP PAN</u> Unit will have an eight (8) gallon drip pan for waste oil combination, for flushing pump, spray wand and lines at the end of the work day, with necessary valve for draining.		
1.22	<u>WATER TANK</u> Will have a frame mounted stainless steel ten (10) gallon tank with valve and hose with a water supply for asphalt compactor plate or vibratory roller.		
1.23	<u>HANDTORCH</u> Will have a 200,000 BTU hand torch w/ 25' of hose and hose rack.		
1.24	<u>HYDRAULIC QUICK COUPLERS</u> The unit will be equipped with female and male quick couplers to be powered off the truck hydraulic system. Will have two each 4' pig tail hydraulic lines.		
1.25	<u>VIBRATORY COMPACTOR PLATE</u> Unit will have a Wacker WP1550AW compactor or equal equipped with a 5.5HP gasoline engine with auto oil alarm shut down. Operating weight shall be approx.		

	190 lbs., plate size 19.5" x 23", a water tank and locking holding down brackets.		
1.26	<u>STROBE LIGHT</u> Light will be a pedestal mounted LED amber, 80 double flashes per minute.		
1.27	<u>10-LIGHT LED DIRECTIONAL ARROW BOARD</u> The arrow board will be an Able 2 with LED arrow flashing left, right and warning bar. The board will be mounted on the rear of the patch unit with in cab controls.		
1.28	<u>RECTANGLE 6.5" OVAL TAIL LIGHTS</u> LED RED, CLEAR, AMBER, & STROBE tail lights.		
1.29	<u>ASPHALT LUTE AND SHOVEL HOLDER</u> Unit will have two (2) spring-loaded asphalt lute and shovel holders. Will have one (1) mounted on each side of unit.		
1.30	<u>FIRE EXTINGUISHERS</u> ABC 10 LB fire extinguisher will be mounted on patch unit with vehicle mounting bracket.		
1.31	<u>HARD SURFACE SCREW CONVEYOR</u> Hard surfaced screw conveyor will have a hard wired bead welded on flight of auger to enhance longevity.		
1.32	<u>THROTTLE CONTROL</u> An electronic engine throttle control remote will be rear mounted.		
1.33	<u>COLOR</u> Color will be black. Two (2) parts epoxy primer, two (2) finish coats polyurethane with epoxy hardener.		

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of _____, the firm that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
5. The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires _____

Child Crime Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;

(2) The Bidder _____ will abide by the following if chosen as the successful bidder:

The Bidder _____ agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

_____, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this ___ day of _____, 20__.

Title _____

My Commission expires _____

Iran Divestment Act

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

Diversity Business Enterprise Program (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2022 goal is to conduct 4.3% of its business with minority owned businesses, 10.7% of its business with women-owned businesses, and 37.1% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

(Project Name)

\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____