

CITY OF ELIZABETHTON, TENNESSEE

Purchasing Department

136 SOUTH SYCAMORE STREET
ELIZABETHTON, TN 37643
423-542-1505

Date: 04/13/2018

(This is NOT an Order) REQUEST FOR BID

TERMS: _____
DELIVERY DATE: _____

BID # 581
BID OPENING DATE: April 30, 2018
BID OPENING TIME: 11:00 am

ALL QUOTATIONS MUST BE F.O.B. ELIZABETHTON, TENNESSEE

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			Repairs to Salt Bin		\$ _____
			Specifications are attached and are an integral part of this bid.		

Person to contact regarding this bid: Jeff Marlow (423) 895-0809 or Greg Workman (423) 542-1505

DELIVERY INSTRUCTIONS
CITY OF ELIZABETHTON 136 S. Sycamore Street Elizabethton, TN 37643

In submitting the above, the undersigned agrees to sell to the City the material or service at the price shown and further agrees to all terms and conditions contained in this bid agreement. Acceptance of any or all of the above within a reasonable period will constitute a contract between both parties.

NAME OF FIRM
(Purchase Order will be issued to the above vendor)

By _____
Address _____

Telephone _____

DIRECTOR OF PURCHASING

CONTRACTOR'S INFORMATION

The City of Elizabethton, Tennessee Street and Sanitation Department is accepting bids for the repair to their Salt Bin. The Salt Bin is located at 729 South Sycamore Street, Elizabethton, Tennessee 37643.

All bidders must agree to furnish a performance bond, license, and permits for work in the Elizabethton, Tennessee area. Bidding contractors must additionally submit worker's compensation insurance, general liability insurance and legal documentation to work in the State of Tennessee.

Bids must be received on or before Monday April 30th, 2018 with bid opening at 11:00 am. Bids may be mailed to The City of Elizabethton, Purchasing Director, 136 South Sycamore Street Suite 203, Elizabethton, Tennessee 37643.

Please address any question that you may have to Jeff Marlow at 423-895-0809.

Scope of Work:

The following specifications are the recommendations of Spoden & Wilson Consulting Engineers.

1. Hand scrape and stiff brush and clean all visible salt residue off of each Post/Column. Note due to our understanding of the researched data, we would not recommend washing the Posts or introducing any more water into the assembly than already naturally occurs. Also scrape and remove the “fuzzing” face of each wood Post/Column. Note, if the removal of the “fraying/fuzzing” fibers decrease the sectional depth of the Column more than $3/4$ ” to 1”, we would further recommend that said Column face(s) be cut out and surgically retro-fit with infill pressure treated wood blocks, screwed and glued to achieve a composite, non-delaminating, section. Note, alternative to surgically retro-fitting the wood blocks, install multiply (3 plies minimum) pressure treated wood wailers from Posts to Post around the periphery of the structure, with said wailers infilling the cut and removed section(s) of Posts/Columns and with the depth/width of said members determined by the worst-case depth/width of removal of Posts section(s) and all other removal widths adjusted accordingly. The multi-ply wailers to be nailed with two (2) rows minimum. 16d Galvanized Nails at 12” maximum o.c., full length, each side of each member, and screwed and similarly glued to achieve a composite, non-delaminating, section within the removed section(s) of Posts.
2. Now that one representative Post/Column base along the east wall face have been excavated around and down to the concrete foundation encapsulation and as the condition of said Post/Column below grade remains unaffected by the salt above grade and as no fraying/fuzzing wood fibers were observed below grade, we recommend covering the applicable Post/Column

base back to finish grade and re-paving a curb at the finish grade surface and then proceeding to treat and coat the remaining Posts/Columns around the structure.

3. After thorough scraping, cleaning and brushing and/or surgical remediation of those applicable portions of Posts/Columns, we then recommend treating and coating all Posts/Columns with a sealer product equal to RHOMAR MET-CON 3000. Note, the minimum extent of spraying and coating should include those areas identified as deteriorated. However, given the limited ability to control blown rain on each exterior face of the Posts/Columns, strong consideration should be given to coating all exposed exterior surfaces and most likely the interior face of the plywood surfaces that are typically in direct contact with salt.
4. In addition to the above referenced surgical repairs and coating of the Posts/Columns, strong consideration should also be given to systematic removal of enough stock-piled salt to expose and clean the interior surface of the interior plywood sheathing and to inclusion of an EPDM type membrane on said exposed plywood surface, extending said membrane upward a minimum of 8' and lapping horizontally onto the interior asphalt surface a minimum of 4' so as to discourage any direct salt to Post/Column contact and/or salt migration to said Posts/Column bases. Also, strong consideration should be given to installation of an asphalt curb across the entrance to the Salt Bin so as to encourage any collected surface run-off to be conveyed to the south and not through the Salt Bin.
5. Please note, as stated previously, this deterioration of the structural Post/Columns and the interaction of the wood and salt and the resultant chemical process involved is not generally within our area of expertise. However, after continuing to observe the condition of the Post/Column Bases while continuing to reiterate concerns that left unabated, the process

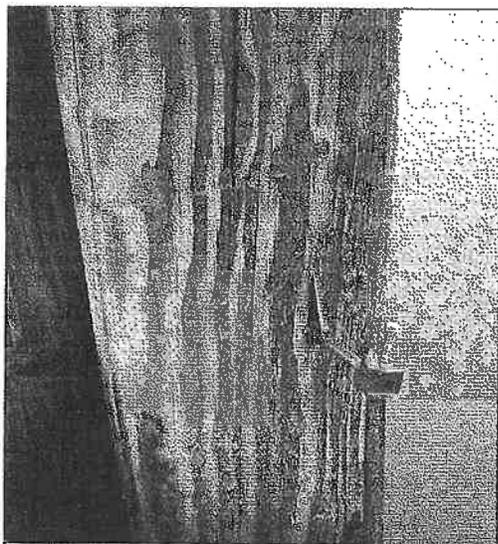
could eventually compromise the structural integrity of the Posts/Columns and all exposed wood members for that matter; we continue to feel compelled to prove the above recommendations. Strong consideration should also be given to also consulting with representatives of RHOMAR for additional product applicability and application advice.

Salt Damage To Wood

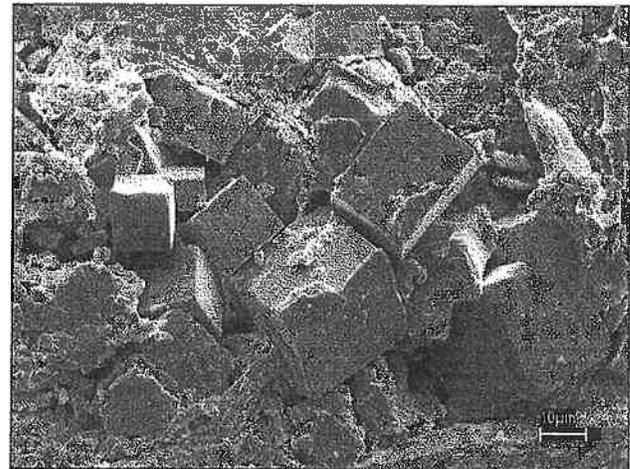
"Fuzzy Wood" Often Confused with Fungal Decay

Many types of deterioration can affect wood in service. One potential problem facing dock owners is the occasional development of "fuzzy wood" caused by salt uptake into the wood (Fig. 1). This salt damage—also referred to as "salt kill" or salt defibration—is sometimes seen in wood that is chronically exposed to salt, such as marine pilings, bridge decks where salt is used as a de-icer, utility poles that are splashed with road salt, or wood associated with salt storage.

Wood in this instance acts like a bundle of straws, wicking salt water into the wood structure. As the wood surface is exposed to heat and drying (as from direct sunlight), the water evaporates and salt crystals form in the wood cells (Fig. 2). Over time, the physical forces exerted by the salt crystals push the fibers of the wood apart, causing the "fuzzy" appearance (Fig. 3a). This phenomenon is often seen in extreme environments, both hot and cold. Past research at FPL has shown that salt damage can accumulate in as little as 5 years of repeated wetting and drying cycles. Salt damage can be observed on untreated wood or wood treated with waterborne preservatives, such as CCA (copper chromated arsenate) and ACQ (alkaline copper quat). It does not usually occur on wood treated with oily preservatives,



Piling in Charleston, South Carolina, damaged by salt exposure. This pile was located in a marina and subjected to frequent wetting and sea spray.

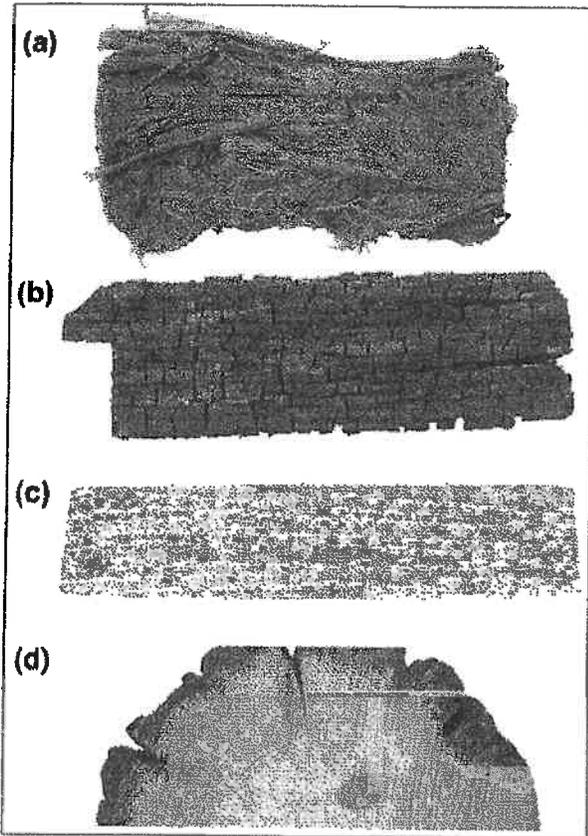


Scanning electron micrograph of salt crystals found in fuzzy wood samples from a pile in Charleston, South Carolina. (Image provided by Tom Kuster, FPL.)

such as creosote, because the oil forms a barrier to the salt movement.

Although salt damage can be unsightly, the fuzzy wood need not be a cause for alarm. The gradual sloughing off of the wood surface proceeds slowly, and the wood beneath the affected area remains sound. Salt damage has been observed on poles and piles that are still in service after 25–30 years. Paints, coatings, or barriers have been suggested to prevent the movement of water from the wood surface, but it's not clear how effective these treatments might be.

Salt damage is sometimes confused with fungal decay, although characteristic signs of salt damage are considerably different than those of fungal decay. Two kinds of fungi are primarily responsible for structural failure of wood—brown-rot fungi (Fig. 3b) and white-rot fungi (Fig. 3c). When wood is infected with brown-rot fungi, the wood darkens and cracks across the grain in a cubicle pattern. It eventually shrinks and becomes crumbly. When white-rot fungi infect wood, the wood may lose color and appear bleached. White-rotted wood does not crack or shrink. It retains its outward shape and often feels spongy. A third, less important, kind of decay, called soft-rot decay (Fig. 3d), occurs under very wet conditions or on wood surfaces that are alternately wet and dry over a long period of time. Soft-rot generally causes



Examples of (a) salt damage, (b) brown-rot decay, (c) white-rot decay, and (d) soft-rot decay.

the outer surface of the wood to become soft when it is wet, but the zone immediately under the soft rot is typically still firm. None of these fungi can grow in conditions of high salt. Chemical preservatives provide the best protection against deterioration of wood by decay fungi in outdoor applications.

For more information, contact

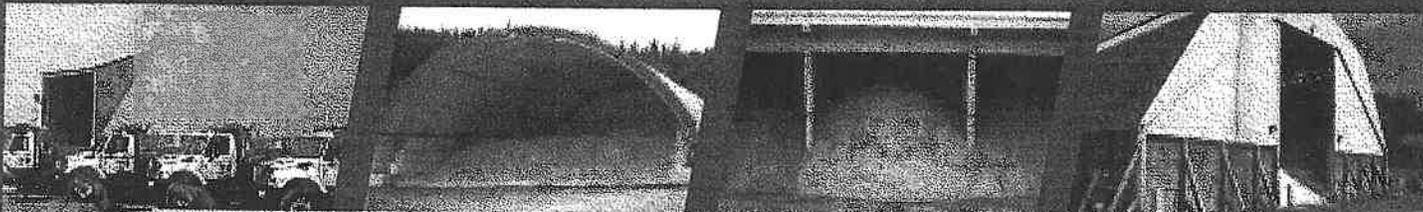
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gkirker@fs.fed.us

Jessie Glaeser
Research Plant Pathologist
(608) 231-9215
jglaeser@nrs.fed.us

RECOMMENDED BY
SALT BUILDING AND DOME
MANUFACTURERS!

MET-CON 3000™

The Clear, Low V.O.C. Leader In Salt Storage Building Protection



NEW LOW V.O.C. SOLUTION SOLVES YOUR SALT DOME/BUILDINGS PROBLEMS!

As more budget dollars are spent on winter roadway de-icing, Public Works Departments are investing heavily in salt domes and salt storage buildings. **Environmental responsibility and protection** of these salt storage structures are a top concern.

Several inherent maintenance and environmental problems are encountered with the storage of salts and chlorides. They range from **chlorides migrating** through the open capillaries of concrete and attacking the reinforcing rebar's, **wood rot** due to salt being

hygroscopic and attracting moisture, **corrosion of metal components**, **pitting of concrete**, to concern over salt **contaminated water** migrating through the concrete into the soil and groundwater.

Thus, RHOMAR developed amazing new **MET-CON 3000™**, a **Low V.O.C. Deep Penetrating Sealer**. You simply apply **MET-CON 3000™** to your salt storage building to enjoy these benefits:

Benefits:

- ✓ **SEALS CONCRETE** - stops pitting and spalling of concrete caused by salts and chlorides!
- ✓ **PROTECTS REBAR** - prevents the penetration of corrosive salt water to the metal rebar's!
- ✓ **PREVENTS WOOD ROT** - clear barrier for wood against moisture attraction from salt being hygroscopic!
- ✓ **SAFEGUARDS GROUNDWATER** - seals the open capillaries of concrete, preventing chlorides from seeping into the soil or groundwater!
- ✓ **LOW V.O.C.'S** - meets today's stricter environmental regulations!
- ✓ **INVESTMENT PROTECTION** - your salt storage building is totally sealed!



MET-CON 3000™ is the clear and low V.O.C. solution that is **guaranteed to work, easy to apply and protects your salt storage building** from the damaging effects of salts, chlorides and moisture!

MET-CON 3000™ is simply the best solution for protecting your salt storage building and the environment!

CALL TODAY!! TOLL FREE!!

1-800-688-6221

VISA, MasterCard and American Express Accepted

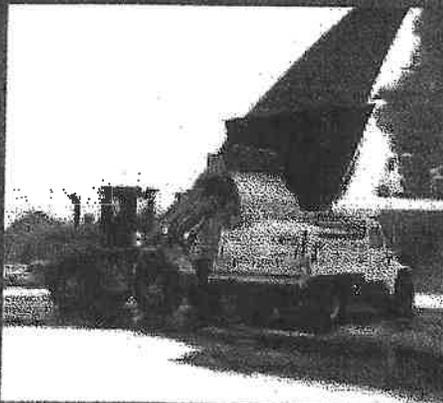


RHOMAR

2107 E. Rockhurst, Springfield, MO 65802
1.800.688.6221 ph 417.866.5592 fx 417.866.5593 email: solutions@rhomar.com

For more on
MET-CON 3000™
just turn over!

More information about MET-CON 3000™



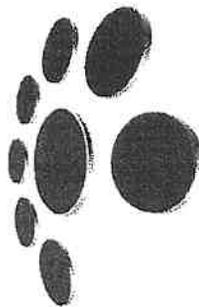
Nothing works better than MET-CON 3000™ to protect your salt storage building, loading equipment, spreaders and trucks from the devastation of salts and chlorides!

CLEAR, LOW V.O.C. SOLUTION PROTECTS YOUR SALT STORAGE BUILDINGS!

Apply MET-CON 3000™ to the following areas to protect your salt storage building, equipment, spreaders and trucks:

- Cement Short Wall or Stub Walls
- Concrete Pads
- Wood Walls, Poles and Beams
- Metal Components on Doors, Gates and Fences
- Loading Equipment
- Exterior of Spreaders
- Truck Bed Sides

SEALS CONCRETE!
PROTECTS REBAR!
PREVENTS WOOD ROT!
SAFEGUARDS THE GROUNDWATER!
LOW V.O.C.'S!



Customer comments about MET-CON 3000™:

We just purchased a new salt dome and the manufacturer recommended that we use MET-CON to protect it.

F. P.
Street Superintendent

This summer we decided to seal the walls of our salt building to prevent seepage of salt into the groundwater. We had a devil of a time finding a product we could use since our state adopted new environmental regulations on V.O.C.'s. Your MET-CON not only met the regulations it also worked great!

K. W.
Road & Bridge Foreman



MET-CON 3000™ is recommended by salt storage building Manufacturers! Whether you are building a new salt dome or just want to protect your investment in an older salt dome, simply apply MET-CON 3000™!



No matter what type of salt storage building you have, nothing protects your concrete, metal and wood better than MET-CON 3000™!



Expensive loading equipment gets eaten alive by the salt inside salt domes. Apply clear MET-CON 3000™ to your loader to prevent rust and corrosion!



RHOMAR

CALL TODAY!! TOLL FREE!!
1-800-688-6221



MET-CON 3000™

Clear Salt Storage Building Protection

Application Tip Sheet

Preparation:

The surface must be completely dry and free of salt residue prior to application of MET-CON 3000™. To easily remove any salt residue use RHOMAR's NEUTRO-WASH™ Salt and Chloride Neutralizer.

Surface temperature should be above 50°F.

Newly painted surfaces should be cured 120 days prior to application of MET-CON 3000™.

Application:

Always follow label instructions.

MET-CON 3000™ is ready to use. **DO NOT DILUTE!**

Apply MET-CON 3000™ with RHOMAR's Public Works Applicator, paintbrush or roller.

Let MET-CON 3000™ dry for approximately three (3) to four (4) hours.

Apply second coat. Since cement is very porous and absorbs a large portion of the first coat of MET-CON 3000™ it is recommended that a second coat always be applied.

MET-CON 3000™ Coverage:

On metal surfaces the coverage will be approximately 200 to 300 sq. ft. per gallon.

On concrete surfaces the coverage is approximately 100 to 150 sq. ft. per gallon.

Areas to apply MET-CON 3000™:

Concrete

- Short walls of salt storage sheds or domes.
- Entry pads, liquid containment pads and tank filling pads.
- Shop Floors where trucks and spreaders drip deicers.
- Sidewalks, steps and wheelchair ramps.

Metal

- Painted surfaces on exterior of dump beds and spreaders boxes.
- On the back of trucks and spreaders, because spinners fling salt and liquid deicers everywhere.
- Electrical wiring and connectors.
- Decorative rails on sidewalks and steps.

CALL TOLL FREE TO REORDER



RHOMAR

solutions@rhomar.com
www.rhomar.com

2107 E Rockhurst St • Springfield, MO 65802

1-800-688-6221

417-866-5592



RHOMAR

MET-CON 3000™

Safety Data Sheet

www.rhomar.com

Prepared Date: 1/16/2015

Print date: 11/6/2015

Version: 1

SECTION 1: IDENTIFICATION

Product Identifier

Product Name	Product Form	Product Code
MET-CON 3000™	Liquid	RH-3000

Relevant identified uses of the substance or mixture:

Coating, Primer.

Details of the supplier of the safety data sheet

Rhomar Industries, Inc.
 2107 E. Rockhurst St.
 Springfield, MO 65802 USA
 T 417-866-5592; F 417-866-5593
 solutions@rhomar.com

Emergency telephone number

1-800-535-5053

SECTION 2: HAZARDS IDENTIFICATION

Classification:

- Flammable Liquids (Category 2)
- Acute Toxicity – Oral (Category 3)
- Acute Toxicity – Dermal (Category 3)
- Acute Toxicity – Inhalation (Category 3)
- Eye Irritation (Category 2A)
- Aspiration Hazard (Category 1)
- Specific Target Organ Toxicity – single exposure (Category 1)



Signal Word:
Danger

Hazard Statements:

- Highly flammable liquid and vapor.
- Toxic if swallowed, in contact with skin or inhaled.
- May be fatal if swallowed and enters airways.
- Causes serious eye irritation.
- May cause drowsiness or dizziness.
- Causes damage to organs: eyes, skin, respiratory system, central nervous system, gastrointestinal tract.

Precautionary Statements

Prevention:

- Keep away from heat/sparks/open flames/hot surfaces. No smoking.
- Keep container tightly closed.
- Ground/bond container and receiving equipment.
- Use explosion-proof electrical/ventilating/lighting/equipment.
- Use only non-sparking tools.
- Take precautionary measures against static discharge.
- Avoid breathing fumes, mists, vapors and sprays.
- Do not eat, drink or smoke when using this product.
- Wear protective gloves/protective clothing/eye protection/face protection.

Prepared Date: 1/16/2015

MET-CON 3000™

Response:

Eye Contact: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation occurs.

Skin Contact: Take off contaminated clothing and wash before reuse. Wash with plenty of soap and water.

Ingestion: Call a doctor/physician if you feel unwell. Rinse mouth

Inhalation: Remove victim to fresh air and keep in a comfortable position for breathing.

Storage:

Store in a well ventilated place. Keep container tightly closed. Keep cool.

Disposal:

Dispose of contents/container to an approved waste treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	CAS #	Weight %
Acetone	67-64-1	80-90
Methyltrimethoxysilane	1185-55-3	10-20
Methanol	67-56-1	1-5

Any concentration shown as a range is to protect confidentiality or is due to process variation.

SECTION 4: FIRST-AID MEASURES

First Aid Measures

Inhalation: Remove to fresh air. If breathing stops, provide artificial respiration. If symptoms persist, call physician.

Eye Contact: If in eyes, rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation persists.

Ingestion: Rinse mouth. Call a Poison Center or doctor/physician if you feel unwell.

Skin Contact: Remove contaminated clothing, wash with plenty of soap and water. If skin irritation persists, call a physician.

Most Important Symptoms and Effects, both Acute and Delayed

Symptoms: May cause serious eye irritation.
Dizziness or drowsiness.

Indication of any Immediate Medical Attention and Special Treatment Needed

Note to Physicians: Treat symptomatically.

SECTION 5: FIRE-FIGHTING MEASURES

Suitable Extinguishing Media:

Alcohol resistant foam, dry chemical or carbon dioxide.

Unsuitable Extinguishing Media:

High volume water jet.

Specific Hazards Arising from the Chemical:

Carbon oxides.

Protective Equipment and Precautions for Firefighters:

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

Personal Precautions

Use personal protective equipment as required. Avoid breathing vapor, mist or gas. Ensure adequate ventilation. Remove all sources of ignition. Evacuate personnel to safe area.

Methods and Material for Containment and Cleaning Up

Methods for Containment

Prevent further leakage or spillage if safe to do so. Contain spillage.

Methods for Cleaning Up

Collect with an electrically protected vacuum or by wet-brushing and place in container for disposal. Keep in suitable, closed containers for disposal.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Advice on Safe Handling

Handle in accordance with good industrial hygiene and safety practice. Wash face, hands and any exposed skin thoroughly after handling. Do not eat, drink or smoke when using this product. Use personal protection recommended in Section 8.

Conditions for Safe Storage, including any Incompatibilities

Storage Conditions

Keep containers tightly closed in a dry, cool and well-ventilated place.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines

Chemical Name	CAS #	ACGIH – TLV	OSHA PEL	NIOSH	DOW	EXXON
Acetone	67-64-1	500ppm	1000ppm	250ppm	Not Determined	Not Determined
Methyltrimethoxysilane	1185-55-3	Not Determined	Not Determined	Not Determined	50ppm	Not Determined
Methanol	67-56-1	200ppm	200ppm	Not Determined	Not Determined	Not Determined

Appropriate Engineering Controls

Engineering Controls: Provide adequate ventilation, eyewash stations.

Individual Protection Measures, such as Personal Protective Equipment

Eye/Face Protection: Wear approved safety goggles where a splash hazard exists.

Skin and Body Protection: Wear suitable protective clothing

Respiratory Protection: Ensure adequate ventilation, especially in confined areas.

General Hygiene Considerations: Handle in accordance with good industrial hygiene and safety practice.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES**Information on Basic Physical and Chemical Properties**

Physical State	Liquid		
Color	Colorless		
pH	No data available	Melting Point/Freezing Point	No data available
Boiling Point/Boiling Range	133-340° F	Flash Point	0° F
Evaporation Rate	No data available	Flammability (Solid, Gas)	n/a, liquid
Upper Flammable Limits	36.5% (V)	Lower Flammable Limits	0.9 % (V)
Vapor Pressure	No data available	Vapor Density	No data available
Specific Gravity	0.82	Water Solubility	Slightly soluble in water
Solubility in Other Solvents	No data available	Partition Coefficient	No data available
Autoignition Temperature	No data available	Decomposition Temperature	No data available
Kinematic Viscosity	No data available	Dynamic Viscosity	No data available
Explosive Properties	Not an Explosive	Oxidizing Properties	No data available
Odor	Mild Ketone	Odor Threshold	No data available

SECTION 10: STABILITY AND REACTIVITY**Reactivity**

Not reactive under normal conditions.

Chemical Stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None known.

Conditions to Avoid

Heat, flames, sparks. Extremes of temperature and direct sunlight.

Incompatible Materials

Oxidizing agents, bases, reducing agents, acids alkalis.

Hazardous Decomposition Products

Carbon dioxide, carbon monoxide, oxides of nitrogen.

SECTION 11: TOXICOLOGICAL INFORMATION**Information on Likely Routes of Exposure****Product Information**

Inhalation: Avoid breathing vapors or mist.

Eye contact: Causes eye irritation

Skin Contact: Avoid contact with skin.

Ingestion: Harmful if swallowed.

This product as a whole has not been tested for acute toxicity; the following is based on component data:

Chemical Name	CAS #	Oral LD50	Dermal LS50	Inhalation LC50
Acetone	67-63-0	5800 mg/kg (Rat)	>7,426 mg/kg	76.0 mg/l (Rat)
Methyltrimethoxysilane	1185-55-3	No data available	No data available	No data available
Methanol	67-56-1	100 mg/kg (Rat)	300 mg/kg (Rabbit)	5 mg/l (Rat)

Prepared Date: 1/16/2015

MET-CON 3000™

Chemical Name	Acetone	Methyltrimethoxysilane	Methanol
Skin corrosion/irritation	Not irritating (Rabbit)	No data available	No skin irritation
Serious eye damage/irritation	Slightly irritating (Rabbit)	No data available	No eye irritation
Respiratory or skin sensitization	Does not cause sensitization (Guinea Pig)	No data available	No sensitization
Mutagenicity	Negative results	No data available	Negative results
Carcinogenicity	No carcinogenic properties	No data available	Suspected human carcinogen
Reproductive toxicity	No teratogenic potential	No data available	Negative results
Specific target organ toxicity single exposure	Central nervous system inhalation may cause drowsiness or dizziness	No data available	No data available
Specific target organ toxicity repeated exposure	Causes mild skin irritation, causes serious eye irritation	No data available	No data available
Aspiration hazard	May be fatal if swallowed and enters airways.	No data available	No data available

Delayed and Immediate Effects as well as Chronic Effects from Short and Long-term Exposure

Carcinogenicity: This product does contain carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

Numerical Measures of Toxicity: Not determined.

SECTION 16: OTHER INFORMATION

HMIS Ratings:

Health: 2
Flammability: 3
Reactivity: 0

Indication of changes: Revision-1

Date Sheet Prepared: 1/16/2015

Other Information: Author – EHS Administrator

The information herein is presented in good faith and believed to be correct as of the date hereof. However, the manufacturer makes no representation as to the completeness and accuracy thereof. Users must make their own determination as to the suitability of the product for their purposes prior to use.

No representations or warranty's, either express or implied of merchantability, fitness for a particular purpose or of any other nature with respect to the product or to the information herein is made hereunder. The manufacturer shall in no event be responsible for any damages of whatsoever nature directly or indirectly resulting from the publication or use of or reliance upon information contained herein.

GENERAL CONDITIONS (READ CAREFULLY)

1. PREPARATION OF BIDS:

1. Only bids submitted on bid forms furnished by the City will be considered. The City may consider telegraphic bids received prior to the closing time specified if promptly confirmed on bid forms furnished by the City and received two (2) days prior to the bid award date. No TELEPHONE BIDS WILL BE ACCEPTED.
2. Bids to be enclosed in a sealed envelope, plainly identified in the upper left-hand corner with the company name and address and in the lower left-hand corner, the bid number and due date.
3. All bids must be delivered or mailed to the Director of Purchasing, City of Elizabethton, 136 South Sycamore Street, Elizabethton, TN 37643 unless otherwise directed on the bid form.
4. It is the bidder's responsibility to ensure that the written bid is delivered at the proper time and place of the bid opening.
5. No bid received after closing time will be considered. Late bids will be returned unopened.
6. If not offering a bid, bidder must return the bid form marked "NO BID" and state reason for not responding.

2. PRICING:

Each item must be priced separately. Unit prices shall be shown. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after specified time for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

3. BID OPENINGS:

Bids will be opened and read aloud at the specified time and date set in the Invitation to Bid. These meetings are open to the public.

4. SIGNATURE ON BIDS:

Each bid must give full name and business address of the bidder and be signed, in ink, by the official of the company authorized to bind his company in contract.

5. ACCEPTANCE & REJECTION:

The City reserves the right to reject any or all bids, to waive informalities and to accept the bid if its judgment is in the best interest of the City. If a bidder fails to state a time in which a bid must be accepted, it is understood and agreed that the City shall have sixty (60) days to issue a purchase order.

6. BID EVALUATION:

Bids will be evaluated according to the criteria set forth in the Invitation to Bid with the degree of importance to be determined by the City.

7. AWARD:

Contracts and purchases will be entered into or made with the lowest responsible compliant bidder meeting specifications for material or services as deemed in the best interest and advantage of the City except as otherwise specified in the Invitation to Bid.

8. MULTIPLE ITEM BIDS:

When more than one item is specified in the Invitation to Bid, the City will determine that low bidder either on the basis of the individual items or on all the items included in the bid. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the best interest of the City.

9. TIME OF DELIVERY:

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, the bidder shall so state. When no time of delivery is stated, it is understood and agreed that delivery is to be made within two (2) weeks after receipt of order. The contractor shall be required to

maintain or have available an inventory sufficient to make shipment within the time stated in his/her bid. The vendor may request a delivery extension in a letter to the Director of Purchasing if conditions arise that would prevent him/her from meeting his/her quoted delivery schedule. The City reserves the right to accept or reject this request.

10. DEFAULT:

In case of default of the Contractor, the City may procure the articles or services from other sources and hold the Contractor responsible for any excess cost resulting from this action.

11. BRAND NAMES:

Specifications furnished in the Invitation to Bid are intended to establish a desired quality of performance level or other minimum requirements which will provide the City with the best product available at the lowest possible price. If a bidder offers an alternate he/she must include the brand name and/or model he/she proposes to furnish and include complete descriptive literature and specifications that clearly describes the article offered and how it differs from the referenced brand. Reference to literature previously furnished will not satisfy this provision.

12. SAMPLES:

The City may request a sample product as part of a bid. This will be provided at no charge to the City. Samples remain in the Purchasing Department for a period of two (2) weeks following the award of a bid. Vendors are responsible for picking up their samples during that period. Samples not collected by the specified time allowed will become the property of the City. Samples of successful bidders will be retained until delivery is received and is accepted as being equal to their sample.

13. DISCOUNT PERIOD:

Time in connection with discount offered will be computed from the date of satisfactory delivery at destination, or from the date of satisfactory delivery at destination, or from the date the correct invoice is received, whichever is later.

14. FOB (FREE ON BOARD) POINT:

All prices quoted are to be FOB delivered to the using department, City of Elizabethton, Tennessee (unless another FOB point is stated on the bid form). The successful bidder will assume all responsible for damage in transit.

15. TAXES:

The City is exempt from Federal excise taxes and state and local sale or use taxes. Exemption certificates will be furnished upon request.

16. CONDITION STANDARDS:

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

17. INSPECTION:

All supplies or materials are subject to inspection and rejection by the City. Rejected materials shall be returned at the bidder's expense.

18. SAFETY STANDARDS:

Unless otherwise stipulated in the bid all manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any standards thereunder.

19. PARTS AND SERVICE:

The successful bidder must be able to provide adequate parts and service for items bid.

20. BID TABULATIONS:

Tabulations of bids will be furnished upon request.

21. PENALTIES:

Bidders may be removed from our active bid file for a period determined by the City as a result of any of the following:

1. Failure to respond to a bid request.
2. Failure to meet delivery requirements.
3. Failure to furnish specified items as a result of a bid award.
4. Offers of gratuities or favors to any employee of the City.

Bids may be removed from consideration for the following reasons:

1. Bid received after bid opening time.
2. Bid not signed.
3. Descriptive literature not included with the bid.
4. Sample not provided with bid if requested.

22. COOPERATIVE PURCHASING:

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

23. EQUAL OPPORTUNITY:

It is the policy of the City of Elizabethton to provide equal employment opportunities and provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age, disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the Planning & Economic Development Director at (423) 542-1503 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643. Requests for accommodation of a disability should be directed to the Purchasing Director at (423) 542-1505 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643.

24. IRAN DIVESTMENT ACT OF 2014:

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

<http://tennessee.gov/generalservices/article/Public-Information-library>.

25. LICENSES, FEES, PERMITS:

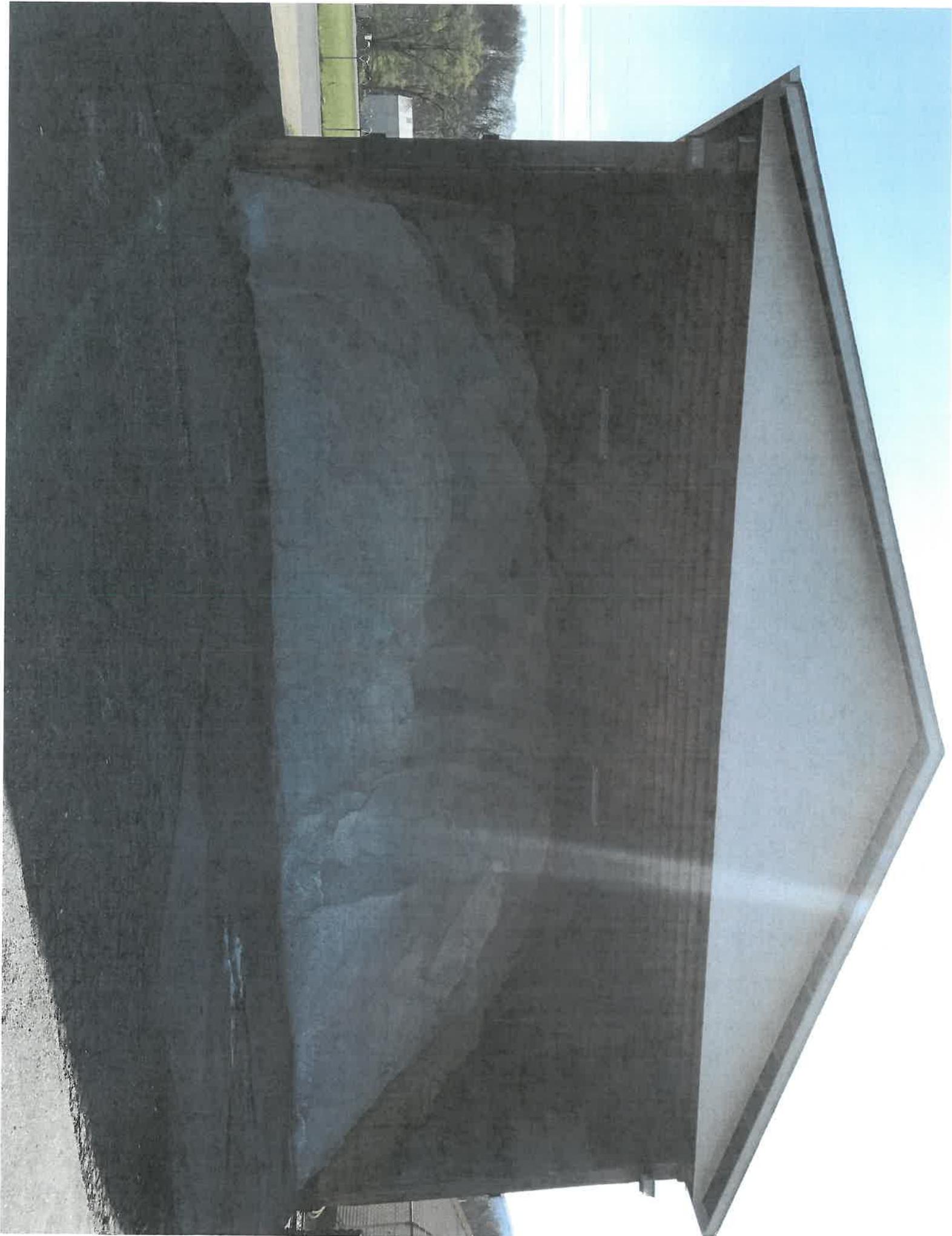
The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Elizabethton in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

26. NON-COLLUSION AGREEMENT:

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

27. WARRANTY:

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











Purchasing Department

P: 423-542-1505

F: 423-547-6221

Elizabethton Star
300 Sycamore Street
Elizabethton, TN 37643

ATTN: Classified Legals

FAX: 547-6221

Please publish the following legal notice at your earliest convenience.

SEALED BID

Sealed bids will be received in the Purchasing Department of the City of Elizabethton, 136 South Sycamore Street, Elizabethton, Tennessee, until 11:00 AM., Monday, April 30th, 2018, at which time they will be opened and read aloud. Bids will be on the following:

REPAIR TO SALT BIN

Specifications and bid sheets may be obtained from the above office. The specifications may also be viewed at elizabethton.org under the purchasing section. The City reserves the right to reject any and all bids and to waive informalities. The City does not discriminate on the basis of race, creed, color, national origin, sex, religion, age or disability status in employment or the provision of goods or services.

This the 13th day of April, 2018.

Greg Workman
Director of Purchasing