



**Invitation to Bid – 30 Cubic Yard Trailer Mounted Leaf Collector  
Solicitation 431-0819-29  
August 16, 2019**

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:30 P.M.CST , September 4, 2019**, and then publicly opened and read aloud for **30 Cubic Yard Trailer Mounted Leaf Collector**.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Kim Dale at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

**Bid Instructions**

To be considered, you must:

1. Have a copy of a vendor application on file with the City of Columbia prior to final bid award. You may register online using the link furnished on our web page [www.columbiatn.com](http://www.columbiatn.com), Finance Department, Purchasing or a paper form which may be downloaded from the same site.
2. A completed bid sheet as supplied with this invitation to bid.
3. Copies of warranty information, other requirements as may be included herein and any additional information pertinent to properly evaluate the bid.
4. Sign Iran Divestiture Act Statement as attached
5. All forms must be signed by a representative of the bidder with the authority to bind the bidder.
6. All required documents shall be returned to:

**Purchasing Agent, City Hall, 700 North Garden St., Columbia, TN 38401.**

Mark outside of envelope with **Invitation to Bid Leaf Collector** and opening date of bid September 3, 2019.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed or E-mailed bids will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. All costs associated with the preparation or delivery of a response to this invitation shall be borne solely by the bidder. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

All cost associated with the preparation of this bid or its delivery shall be borne solely by the bidder.

1. SCOPE

The City of Columbia Public Works Department is seeking to purchase a new 30 cubic yard Trailer Mounted Leaf Collector. The unit must conform to or exceed the specifications as contained herein.

2. GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.

9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number seventeen (17) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent for the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified within the invitation to bid. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi-year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. **Complaints – Vendors:** Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.
  - a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in

writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.

- b. Step Two – If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agents response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

### 3. SPECIAL CONDITIONS

3.1 All items bids shall be FOB City of Columbia, Public Works Department, 110 Santa Fe Pike, Columbia, Tennessee or other designated department location within Columbia city limits.

3.2 The recommendation for award will consider compliance with bid specifications, price, delivery date, availability of parts and services, warranty and past performance of vendor/equipment.

3.3 Successful bidder must furnish one operators manual and one parts/maintenance manual with the Leaf Collector at time of delivery.

### 4. INSURANCE

The awarded vendor shall purchase and maintain in force, at his own expense, ***if requested by the City*** such insurance as will protect him and the City from claims which may arise out of or result from the Vendor’s execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the vendor or his forces as enumerated above. The vendor shall furnish, if requested, a copy of an original Certificate of Insurance,  naming City of Columbia as an additional insured . Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of awarding this bid.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$1,000,000 CSL (combined single limit).

### 5. LAWS, TAXES AND INDEMNIFICATION

The successful vendor shall comply with all applicable local, State and Federal laws. The vendor is further responsible for all taxes associated with providing services under this contract to include

all employment related taxes. The vendor agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a result of the actions of the vendor, his employees, or any subcontractors hired as a result of or performing work as a result of an awarded bid.

6. TIME OF THE ESSENCE - Time is of the essence in the performance of a resulting contract. Repeated delays shall be interpreted as failure to meet obligations and shall be cause for cancellation of purchase order.

7. PAYMENTS - Payment will be made after all following conditions have been met:

7.1 Delivery of the equipment as prescribed and acceptance of the equipment by the Director of The City of Columbia Public Works Department or applicable department director as evidenced by their signature on the invoice or bill of sale.

7.2 Within 14 days of presentation of an accurate invoice to the applicable department director.

8. WARRANTY- The bidder shall supply with the bid package a description of all warranties pertaining to the bid.

9. Specifications and Requirements - The specifications listed below represent minimal levels of performance, quality or capacities required. If the unit fails to meet specifications, vendor needs to comment on the nature of the exception taken in writing. Additional pages for vendor comment may be used.

**TRAILER:** The leaf vacuum and leaf containment box shall be mounted on a pull behind trailer having a tandem axle of 24,000 lbs. gross capacity.

Trailer chassis shall be fabricated from a minimum of C10x15.3 main channel members which shall taper at the front and terminate into a 3/4 in. thick pintle hitch mounting plate.

Trailer cross members shall be a minimum of W8x10 wide flange beam sections.

The trailer shall be equipped with eight ST235-80R16 tires, electric brakes, a height adjustable pull type pintle hitch, safety pull chains and a 7-prong RV trailer plug with standard wire positions.

The overall towing width of the trailer shall be no more than 96 in. without removal of the collection hose.

All trailer lighting will be L.E.D. and must comply with Federal Safety Lighting Requirements.

Trailer manufacturer must participate in the NATM (National Association of Trailer Manufacturers) compliance program, and the trailers must be built in compliance with all NHTSA standards (National Highway Traffic Safety Administration).

All wiring shall be done with quality wire connections utilizing heat shrink fittings and weather proof plugs.

**CONTAINMENT BOX:** The leaf containment box shall be mounted on a double acting scissor hoist, and shall hold 30 cubic yards of leaves.

Containment box shall be fabricated from a minimum of 12 ga. sides, a 3/16 front panel, and a 1/4 in. plate rear door frame.

A main side support member shall run the full length of the box.

The box shall be built on a minimum of 8x2x1/4 in. rectangular tube long sill members.

To prevent the leaf material from sticking in the box during dumping the collection box will be of tapered design with the sides tapering out and the roof sloping up from front to rear.

The sides will be of a tub type design with a large corner radius to further prevent material from sticking.

The top shall have air openings made of 1/2 in. expanded metal to allow air escape during operation.

Top shall be supported by a series of C4x5.4 structural channel members.

The rear door shall be mounted on a double hinge at the top to prevent door from being damaged during dumping.

The door shall latch by means of two hydraulic cylinders that will engage and disengage a latch hook mechanism. This door latch shall work in sequence with the hoist such that the door latch will disengage before the hoist will lift.

Only a single hydraulic function shall be necessary to operate both the hoist and door latch.

The engine control panel shall be mounted convenient to the operator and shall have engine temperature gauge, oil pressure gauge, tachometer, volt meter, hour meter and hi-temp and oil pressure automatic shut down switch.

The leaf vacuum shall have a standard 12 volt electrical system, alternator and HD 12 volt battery.

**BLOWER HOUSING:** The front and back of the blower housing shall be constructed with a minimum of 7 ga. steel. The outer skin shall be constructed of 10 ga. Steel minimum.

There shall be a 1/4 in. one piece wear liner protecting the outer skin.

All components including the entire housing itself will be bolt on and replaceable.

**SAFETY SHUT OFF:** The Leaf Vacuum shall be equipped with safety protection that prohibits that running of the engine when the intake hose is removed from the blower housing.

**RADIATOR PRE-SCREEN:** The engine shall have a radiator pre-screen fabricated of perforated metal.

**RIGHT HAND PICK-UP:** This unit is right hand pick-up. The control nozzle is located at the right hand side of the trailer.

The leaf vacuum shall have a hydraulic control arm. The pickup nozzle shall be controlled by a three axis control arm allowing for versatile positioning of the nozzle up and down ditch banks and over curbs and gutters.

The nozzle shall be able to raise and lower, swing in and out and sweep back and forth through the use of double acting welded hydraulic cylinders. Vertical movement of the nozzle shall be 36 in. up and 24 in. down allowing the nozzle to reach down into roadside ditches.

Swing function shall be protected in both directions by an adjustable cross over relief valve.

The control arm shall be constructed of 2-1/2 in. square tubing with 1/4 in. wall thickness which shall have heavy wall bushings at all connection points.

The base of the arm shall be anchored to the trailer with a heavy duty greasable pivot assembly mounted on a thrust bearing to minimize wear and resistance.

The pickup assembly shall have a minimum 22 in. diameter wire reinforced nozzle, transitioned to a fabricated intake weldment. The intake weldment shall be fabricated of 10 ga. steel rolled to a 16 in. diameter, and shall be approximately 30 in. tall. The weldment shall have heavy duty ears for attaching to the control arm and the sweep cylinder.

The intake weldment shall be bridged to the blower housing with a 16" x 120" long FLX-THANE hose. This hose is made of .060 thick clear urethane material reinforced with coiled spring wire, offering good flexibility. This hose shall be affixed at each end with ratchet style clamps for easy removal and service.

Hydraulic power shall be supplied by a hydraulic gear pump mounted to an auxiliary drive on the engine. This pump shall deliver oil to an electrically controlled post compensated (flow sharing) hydraulic valve which shall control the following functions- -control arm swing -control arm sweep -control arm raise and lower swivel discharge- hydraulic trailer jack

All wire plug connections for the control harness will be Deutsch or weatherpak style.

**JACK:** Leaf vacuum shall be equipped with a 8000 lb, hydraulic jack stand.

**ENGINE:** Engine shall be 70 Hp or greater turbo charged liquid cooled diesel tier 4 engine.

The Maximum RPM of the engine shall be 2600.

The engine shall have a special radiator and cooling fan for operation in extremely dirty conditions.

Unit shall include the following gauges: Oil Pressure, Ammeter, Temperature, Tachometer, and hour meter.

Unit shall have safety shut down features for high temperature and low oil pressure.

**FUEL TANK:** Fuel tank shall all aluminum and shall be 50 US Gallon capacity.

Tank shall be DOT Certified, and shall be mounted above trailer platform.

Includes built in sight gauge.

**IMPELLER:** Shall be 12 in. in width. Impeller shall have blades constructed with a minimum of 3/8 in. AR-400 and 2-gussets per blade.

Fan diameter shall be sized according to engine horsepower.

Fan shall be directly driven by the engine through a clutch or coupler and shall be attached thereto at least 5" of the coupler shaft.

Drive system shall allow for maximum use of engine horsepower.

**FLUID COUPLER:** Leaf vacuum shall be equipped with a Transfluid Coupler.

This unit will provide for full torque transmission during normal operating conditions.

**WHEEL CHOCKS:** Leaf machine shall be equipped with one pair of wheel chocks.

Leaf Vac Trailer shall have permanent storage container to retain chocks when not in use.

**FIRE EXTINGUISHER:** Leaf vacuum shall be equipped with a 10 lb. ABC class fire extinguisher mounted securely to the chassis.

**FLASHERS:** The Trailer shall have LED oblong yellow flashers mounted inboard of the stop/turn/tail lights. These yellow flashers shall be operated from a toggle switch located on the engine control panel.

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**CITY OF COLUMBIA - Bid Sheet – Page 1 of 1 Pages – Invitation To Bid 30  
Cubic Yard Trailer Mounted Leaf Collector - Solicitation # 431-0819-29**

<b>ITEM</b>	<b>Make</b>	<b>Model</b>	<b>Unit Price</b>	<b>Total Bid</b>
Leaf Collector				

Nearest factory authorized repair and parts facility \_\_\_\_\_

Factory Specifications enclosed? \_\_\_\_\_ Warranty Information enclosed? \_\_\_\_\_

Copy of Specification Page enclosed? \_\_\_\_\_

In compliance with this Invitation for Bid for 30 Cubic Yard Trailer Mounted Leaf Collector and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to quote on this Invitation, please forward your acknowledgment of NO BID.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

## IRAN DIVESTMENT ACT STATEMENT

A person engages in investment activities in Iran if:

**(1)** The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

**(2)** The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

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 Tennessee Code Annotated § 12-12-106."

Vendor Name:

\_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_