# CITY OF LAKELAND, TENNESSEE BID DOCUMENTS FOR ONE (1) GRIT CLASSIFIER

# I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Lakeland, Tennessee.

# II. BID GUARANTY:

The City of Lakeland is required by Tennessee Statutes T.S. 12-4-201 etc. to receive a U.S. Treasury Bond, bonds with the State of Tennessee, certificates of deposits for a state or national bank residing in Tennessee, a letter of credit, cash or a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the City Hall Receptionist, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond to secure performance has been filed and approved.

# III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time of delivery of the goods to the place designated.

The provisions of Section II, Bid Guaranty, shall apply to all delivery time specified. Failure to specify the time required for delivery may be cause for rejection of the bid.

In the event delivery is NOT made within the time so specified by the bidder, the City shall be entitled to retain all or a portion of the Bid Guaranty.

# III. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Lakeland, Tennessee located at 10001, U.S. Highway 70, Lakeland, Tennessee 38002.

# IV. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and comply in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement. The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

# V. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

## VI. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bids received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

## VII. <u>DETAILED SPECIFICATIONS:</u>

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

#### VIII. STATEMENT OF COMPLIANCE

Should any requirement in these specifications not be included in manufacturer's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

## IX. CONSIDERATION OF BIDS:

The City of Lakeland, Tennessee reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

# X. PAYMENT:

A completed invoice from the vendor shall be presented for payment.

#### XI. SALES TAX EXEMPTION CERTIFICATE:

The City of Lakeland, Tennessee, is exempted from paying the sales tax specified by Tennessee Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

#### XII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted there under, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Tennessee law shall govern any such claim, suit, or demand the rights and duties of the parties there under.

## XIII. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Alejandra Arriaga, 901-317-6025, City of Lakeland, 10001 U.S. Highway 70, Lakeland, Tennessee 38002.

# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR THE DELIVERY AND INSTALLMENT OF A GRIT CLASSIFIER

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and BAR Environmental Supply hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of acquiring a grit classifier replacement; and,
WHEREAS, is able and willing to provide those services specified by the proposal publicly advertised by the City of Lakeland, Tennessee, for the delivery and furnishing of one grit classifier.
NOW, THEREFORE, it is hereby agreed as follows:
ARTICLE 1. WORK.
Contractor shall deliver and furnish one (1) grit classifier as outlined in the attached Bid Documents consisting of 8 pages for the City of Lakeland, Tennessee.
ARTICLE 2. OWNER.
The Equipment has been publicly advertised by the City of Lakeland, 10001 U.S. Highway 70, Lakeland, Tennessee, who is hereinafter referred to as the "Owner".
ARTICLE 3. CONTRACT TIME.
The grit classifier will be delivered within calendar days after the award of the contract by the Board of Commissioners.
ARTICLE 4. CONTRACT PRICE.
In Consideration of the performance of the work in accordance with the proposal for furnishing and delivery of a grit classifier replacement, shall pay Contractor in current United States funds not-to-exceed total contract pricedollars.
ARTICLE 5. PAYMENT PROCEDURES.

Payments. Owner shall make payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month as provided below.

Contractor shall submit Application for Payment to the Owner who will process the payment as provided

below.

5.2	Final Payment.	Upon f	final	delivery	and	acceptance	of the	equipment	Owner	will	make	final
	payment to the (	Contrac	tor.									

# ARTICLE 6. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 6.1 Exhibit "A" Bid Documents
- 6.2 Notice of Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this day of, 2019	
ATTEST:	CONTRACTOR:
By:	By:
Title:	Title:
ATTEST:	OWNER: CITY OF LAKELAND, TENNESSEE A Municipal Corporation
By:	By:Shane Horn
Title:	Title: City Manager

# PROPOSAL FOR FURNISHING ONE (1) GRIT CLASSIFIER TO THE CITY OF LAKELAND, TENNESSEE

Prop	oosal of (Name)
(Ad	dress)
(Pho	one)
to fi	urnish equipment as specified to the City of Lakeland, Tennessee in accordance with ifications dated August 2019.
BID	ITEM:
Des	cription:
Mak	e and Model:
I.	Price bid for one (1) Grit Classifier, as specified \$
II.	Delivery: F.O.B. manufacturer of the City of Lakeland's choice within calendar days after award of contract by the Board of Commissioners.

A bid bond or other security as defined herein shall be provided and made payable to the City of Lakeland, Tennessee in an amount of 5% or the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered.

Bidder proposes to deliver equipment in accordance with the schedule above.

# CITY OF LAKELAND SPECIFICATIONS FOR GRIT CLASSIFIER

# <u>INTENT</u>

It is the intent of these specifications to specify the minimum requirements for the furnishing and delivery of one (1) grit classifier for the Sewer and Public Works Department of the City of Lakeland, Tennessee. The unit shall be new and the manufacturer's current production model. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

# STATEMENT OF INTENT—EQUITY AND FAIRNESS

The City of Lakeland will accept proposals from all vendors. However, it will be the vendor's responsibility to assure in writing that the unit they offer will be completely ready for service.

# **GENERAL**

Grit Classifier shall be new and of the current production model. All standard specifications as listed in the manufacture's published specification supplied by vendor shall be included and will be part of bid specifications. Brochures will be attached to the bid, but will not be accepted as exceptions to the specifications listed. Any exception must be listed on the bid. Unit will be OSHA approved and all specifications stated are in accordance with SAE standards. Successful bidder must supply operator's manual, parts book, and service manual at time of delivery. Training, warranty service and parts must be provided with in the county where unit is to be delivered.

The City of Lakeland will evaluate each bid in terms of initial cost, delivery date, terms of warranty, average resale value, availability of replacement parts and if authorized dealership is located in Shelby County.

# **SPECIFICATIONS FOR GRIT CLASSIFIER**

Power Unit: Shaft Mounted Integral Gearmotor

Drive: SEW Eurodrive

RPM: 12 max

HP: 1.5

GPM: 250

The grit classifier system and service of scope includes:

- = Removal of existing equipment and haul off
- Installment of JMS Delta Classifier or approved equal
- Drive system complete- shaft mounted on integral gearmotor 460/03/60
- Inclined shafted screw- 12" diameter x 15' long, high strength abrasion resistant alloy steel, sectional flighting, min flight thickness 0.25", 2/3 pitch, min 220 Brinell
- One (1) JMS external lower end bearing assembly to include an external flanged roller bearing and a Durashield adjustable heavy duty non-split grease purge type seal with aluminum housing with 304 stainless steel seal plates
- T-304 stainless steel hopper, ¼" thick, with weir baffles, drain, and a flushing water connection
- T-304 stainless steel screw trough, ¼" thick, CEMA standard
- T-304 stainless steel screw covers, <sup>1</sup>/<sub>4</sub>" thick, bolted
- All ANSI flanged fittings as required
- NEMA 4X
- One (1) year standard warranty included
- One (1) field service trip

## MISCELLANEOUS INFORMATION FOR ALL BIDDERS

DELIVERY: The winning vendor will deliver the unit to the City of Lakeland,

Tennessee.

WARRANTY: Specify in writing, to include all parts and labor F.O.B. Lakeland, for a

minimum 12 month period.

NOTE: All areas in the above specifications are to be met, or bidder shall give any

discrepancies for consideration. Failure to provide information on the bid

will be considered as incomplete and will be rejected.

Additional

Information: If additional information is required, written instructions shall be issued.

No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who

shall submit a signed copy of all addenda with their bid.

All contacts should be made through the Ms. Alejandra Arriaga, 10001 U.S. Highway 70, Lakeland, Tennessee 38002, telephone 901-317-6025.

Final

Payment: A completed invoice from the vendor shall be presented for payment after

delivery and acceptance of the units bid.