



CITY OF KNOXVILLE
 OFFICE OF THE PURCHASING AGENT
 P.O. BOX 1631
 400 MAIN ST., ROOM 667
 KNOXVILLE, TN 37901

SEALED BID

THIS IS NOT AN ORDER

DATE: 10/30/2009 PAGE 1 Of 1

DOCUMENT NUMBER: **45098**

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE BIDDING. BID ON THIS FORM ONLY. BID PRICE ON ITEMS LISTED OR EQUAL. NO BID RECEIVED AFTER CLOSING HOUR WILL BE ACCEPTED.

****ALL PRICES TO INCLUDE TRANSPORTATION CHARGES & NET TERMS UNLESS STATED OTHERWISE ****

Merchandise to be delivered to : FLEET SERVICES GARAGE
 1400 LORAIN STREET
 Knoxville TN 37921

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902, until 11/13/2009 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **WHEEL LOADER BACKHOE**

Special Instructions:
 PLEASE NOTE: If you are interested in bidding on a wheel loader backhoe for the City of Knoxville, please go to our website, www.cityofknoxville.org/purchasing to view our specifications and requirements. Direct all questions to Steve Beauman at (865)215-3673.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	One (1) wheel loader backhoe, per the attached bid specifications.					

IMPORTANT - State Merchandise

Delivery Date Here: _____

Buyer Name: Tucker, James
 Phone: 865-215-2064
 Fax: (865) 215-2277
 Email: JTUCKER@cityofknoxville.org

 (Company Name)

 (Authorized Signature)

 (Print Signed Name)

 (Phone Number)

 (Email Address)

1. SCOPE AND CLASSIFICATION

1.1. Scope

This specification describes a Wheel Loader Backhoe, similar to a John Deere 710J. The equipment shall be furnished and delivered new, complete and ready for use. 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 and shall conform in strength, quality of material and workmanship to the best practice known to the Industry.

1.2. Classification

Loader, Backhoe

1.3. Bid Responses

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. These pages are to be included in the Bid Response. **Bidder will be considered non-compliant if response is not on these specifications.**

1.4 Evaluation of Bids

Bids will be evaluated on whether or not they meet the specifications stated in the Invitation To Bid and (if so) then the cost to the City of Knoxville will be the deciding factor. In addition to the grand total cost of the procurement, the City may consider the following factors as part of the cost evaluation as these affect the cost of the vehicle/equipment in the out-years:

- Whether or not the City will be warranty certified for this equipment/vehicle.
- Best warranty. Consists of scope and duration of warranty.
- Distance to nearest warranty provider.
- Delivery time.

1.5 Price Lock

Please state if a 12-month price lock would be honored to allow City of Knoxville to possibly purchase additional equipment.

2. APPLICABLE STANDARDS

2.1. Federal

Applicable Federal Safety Standards in effect at time of manufacture.

2.2. State

Applicable State of Tennessee Standards in effect at time of manufacture.

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3. MINIMUM SPECIFICATIONS –

Item Number	Description	Meet Specification?	Description/ Deviation
3.1	Engine		
3.1.1	Six cylinder, turbocharged, isolation mounted diesel engine		
3.1.2	Engine shall be certified to EPA Tier 3 emissions		
3.1.3	Engine shall have an individually replaceable, wet-sleeve cylinder liner design to dissipate heat for reduced ring wear and oil breakdown.		
3.1.4	Engine displacement shall be no less than 6.8 liters (414 cu. In.)		
3.1.5	Engine rated net peak power (ISO9249) shall be no less than 126 hp (94 kW) @ 2000 rpm		
3.1.6	Engine shall develop at least a 38% torque rise and should have at least 404 lb-ft (549 Nm) net torque at 1300 rpm		
3.1.7	Daily check points shall be accessible from the right side of the engine and shall be done from ground level		
3.1.8	Engine shall have a serpentine belt with automatic belt tensioner.		
3.1.9	Engine fan shall have a finger guard		
3.1.10	Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light		
3.1.11	The backhoe shall have a tilt hood for easy engine access		
3.1.12	The backhoe shall have an under hood muffler with curved-end exhaust stack		
3.1.13	Engine shall have no more than 3-micron rated primary fuel filter with water separator		

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Item Number	Description	Meet Specification?	Description/ Deviation
3.2	Cooling		
3.2.1	Engine coolant shall be rated to -34 degrees (-37C)		
3.2.2	The backhoe shall be equipped with an oil-to-water engine oil cooler		
3.2.3	Unit shall have a coolant recovery tank provided		
3.2.4	Unit shall have a suction-type fan with fan-guard		
3.2.5	The AC condenser will be swing-out for fast radiator clean out. Remote mounted transmission and hydraulic coolers will offer better air exchange and fewer stacked cores.		
3.2.6	The hydraulic and transmission circuits will be water cooled for fast winter warm-up for increased productivity		
3.2.7	Fluid levels should be easily checked by sight gauges, dipsticks or overflow tank		
3.3	Power Train		
3.3.1	The transmission shall be power shift with torque converter; clutch-free; fully synchronized four forward, three reverse speeds		
3.3.2	The axle will be mechanical -front-wheel-drive with traction control limited-slip differential with electric on/off control		
3.3.3	The front axle will be sealed to protect against contamination		
3.3.4	The driveshaft will be painted for protection, and will have an optional, factory installed, full guard.		
3.3.5	The clutch engaged MFWD and can be engaged on the fly during operation.		
3.3.6	The transmission shall be isolation mounted to the mainframe to minimize shock load stress		

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Item Number	Description	Meet Specification?	Description/ Deviation
3.3.7	The rear axle shall be 100% hydraulically locking		
3.3.8	The single electric FNR lever will have gear selection fully integrated in the lever		
3.3.9	Transmission oil cooler shall be provided as standard equipment		
3.3.10	The backhoe shall have hydrostatic power steering with emergency manual mode		
3.3.11	The machine will have a dial throttle that will allow the operator to road the machine on cruise control. With a tap on the brake pedal, the engine RPMs return to idle.		
3.3.12	The front axle pivot pin shall have remote grease bank for front axle for easy access.		
3.3.13	The rear axle bearings shall be self-lubricating and shall not need to be greased		
3.3.14	The service brakes shall be inboard, wet-multiple disk, self-adjusting and self equalizing and hydraulically actuated for a long and trouble-free life, sealed from water, mud and dust contamination		
3.3.15	The parking brake shall be independent of service brakes, spring applied, hydraulically released, wet multi-disk, and sealed from water, mud and dust contamination.		
3.3.16	The backhoe shall come equipped with 21L-28 R-4 (14) tubeless rear tires and 15-19.5 NHS SS-1 8 PR Traction Front Sure Grip Lug tires unless otherwise specified.		
3.4	Hydraulic System		
3.4.1	Hydraulic cooler will have an independent reservoir for continuous running of attachments at extreme temperatures		
3.4.2	The hydraulic fittings shall have "O"-ring face seal connectors to secure a tight, leak-free seal		

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Item Number	Description	Meet Specification?	Description/ Deviation
3.4.3	The hydraulic filter shall be no more than 6 micron and will be vertically mounted, spin on design for ease of installation and leak-free replacement.		
3.4.4	An automatic bucket return-to-dig control will be standard		
3.4.5	Hydraulic pump shall be 52 gpm (197L/min.) at 2,200 rpm at 3,625 psi (24 993 kPa) axial piston pump, pressure compensating, load sensing		
3.5	Electrical		
3.5.1	The backhoe shall have a 12 volt system with 90 amp alternator		
3.5.2	Two batteries shall be included with 1900 CCA and 380-min. rated reserve		
3.5.3	The machine shall have blade type, multi-fused circuits		
3.5.4	The starter shall have a bypass start safety cover		
3.5.5	Unit shall be equipped with 10 halogen driving/working lights, 4 Halogen, 2 Front 2 Rear, 2 side docking lights. The front lights shall be adjustable and the bulbs shall be no less than 32,500 candlepower each.		
3.5.6	Unit shall be equipped with two front and two rear turn signal/flashing and two rear stop and tail lights and two rear reflectors		
3.5.7	Cab will be pre-wired for rotating beacon and radio-ready		

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Item Number	Description	Meet Specification?	Description/ Deviation
3.6	Operator Station		
3.6.1	Access to the cab shall be from the right and left side with protected, wide, rigid, self-cleaning steps and ergonomically located hand-holds		
3.6.2	A minimum 2" retractable seat belt shall be provided		
3.6.3	Coat hook, built-in beverage holder, operator manual storage compartment, interior rearview mirror and two 12 volt outlets shall be provided		
3.6.4	Unit shall be equipped with illuminated electronic gauges with audible warning for engine coolant temperature, oil temperature and fuel level.		
3.6.5	The monitor system shall have audible and visual warnings: engine air restriction, low alternator voltage, engine oil temperature and pressure, hydraulic filter restriction, parking brake on/off, seat belt and low brake pressure.		
3.6.6	The key start switch will have an electric fuel shut-off		
3.6.7	The monitor will have a digital monitor for diagnostics (including diagnostic messages and fault code readings), calibrations and machine information.		
3.6.8	An anti-theft electronic protection system provided through the monitor shall be a factory option.		
3.6.9	Unit shall have digital display for: engine rpm, engine hours and system voltage		
3.6.10	The foot throttle shall be suspended		
3.6.11	Stabilizer controls shall be easy to reach from both the backhoe and loader seat position		
3.6.12	The machine will have an air conditioner		

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Item Number	Description	Meet Specification?	Description/ Deviation
3.7	General Specifications		
3.7.1	Vandal protection shall cover the instrument panel. Engine hood, toolbox, hydraulic reservoir, and fuel filler shall be lockable.		
3.7.2	The tilt hood shall have two service positions for easy operation		
3.7.3	An easy to read periodic maintenance and grease chart shall be posted at eye level prominently displayed on the frame.		
3.7.4	Fuel tank capacity shall be no less than 69 gallons (261 L) and shall be accessible from the ground.		
3.7.5	Typical operating weight with cab, extendable dipperstick and 1,630 lb (740 kg) counterweight with 1.62 cu yd (1.24 cu m) loader bucket and 24-in x 11.1 cu ft (610 mm x .31 cu m) backhoe bucket standard shall be approximately 25,500lbs (11 564 kg).		
3.8	Overall Vehicle		
3.8.1	The mainframe shall be a one-piece unitized construction for maximum strength		
3.8.2	Unit shall have four built-in vehicle tiedowns, two in front and two in rear for safe transport between jobs		
3.8.3	The side plate thickness on the loader boom, backhoe boom and mainframe shall be 4.5 mil or greater		
3.8.4	Machine shall be equipped with an exterior mounted, ground level accessed and lockable storage compartment		

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Item Number	Description	Meet Specification?	Description/ Deviation
3.9	Backhoe		
3.9.1	The boom shall be equipped with a pin on quick coupler.		
3.9.2	The machine will come with a 24 inch heavy duty digging bucket that is accepted by the coupler		
3.9.3	The machine will come with a hydraulic tilting with a standard of 45 degrees of rotation. The bucket will have to be accepted by the coupler		
3.9.4	The machine will be equipped with both one way and two way Hydraulics		
3.9.5	The backhoe with standard dipper stick digging depth shall be at least 17 ft 10 in (5.44 m)		
3.9.6	The lift capacity at ground level with standard dipper stick shall be no less than 3645 lb (1653 kg)		
3.9.7	The lift capacity at full height with standard dipper stick shall be no less than 4376 lbs (1985 kg)		
3.9.8	Optional extendible dipper stick shall extend no less than 4 ft 6 in (1.37 m)		
3.9.9	Digging depth with optional extendable dipper stick extended shall be no less than 22 ft 4 in (6.81 m)		
3.9.10	The swing lock pin shall be stored in the operator's station		
3.9.11	The stabilizer valve will be two directional, anti-drift		
3.9.12	The stabilizer shall have reversible pads		
3.9.13	The backhoe boom design shall be a power curve for loading into the center of the truckbed.		
3.9.14	The backhoe boom shall be an hourglass shape for maximum strength and optimized visibility to the work tool.		

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Item Number	Description	Meet Specification?	Description/ Deviation
3.9.15	Digging force with standard backhoe, bucket cylinder shall be at least 17,000 lb (75.6 kN)		
3.9.16	The backhoe shall be equipped with a rubber bumper/linkage style boom locks to keep the backhoe from vibrating on the swing frame		
3.9.17	The swing casting shall have dual yokes: on top and on the bottom		
3.10	Loader		
3.10.1	Machine will be equipped with 1.375 cu yd (1.05 m ³) multi purpose bucket with bolt on edge as a standard.		
3.10.2	Lift Capacity with 1.375 cu yd (1.05 m ³) multi purpose bucket at full height shall be at least 8732 lbs (3964 kg)		
3.10.3	Dump Clearance with bucket at 45 deg. shall be no less than 9 ft 8 in (2.95 m)		
3.10.4	Digging depth below ground, 1.375 cu yd (1.05 m ³) multi purpose bucket level shall be no less than 3.2 in. (81 mm)		
3.10.5	Bucket breakout force on a multi purpose bucket shall be no less than 15,690 lb (69.8 kN)		
3.10.6	The loader shall have hydraulic self-leveling and bucket-level indicator.		
3.10.7	The loader shall have divergent loader arms for excellent visibility to the bucket		
3.10.8	For truck loading, the loader arms will have a high-knee design		
3.10.9	The loader control will be single-lever with electric clutch cutoff switch		
3.10.10	The loader shall have a non-removable, hinged loader boom service lock.		

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Item Number	Description	Meet Specification?	Description/ Deviation
3.11	Warranty		
3.11.1	Manufacturer's standard warranty		
3.11.2	Warranty to commence with in-service date, rather than delivery date due to vehicle upfit requirement. In-service date not to exceed six (6) months from delivery date.		
3.11.3	State terms and cost of extended warranty.		
3.11.4	Shall provide assistance for obtaining drop ship certification.		
3.11.5	Shall provide assistance for obtaining warranty certification.		

4. SAMPLING, INSPECTION, AND TEST PROCEDURES

Item Number	Description	Meet Specification?	Description/ Deviation
4.1	Samples: No bid samples are required.	NA	
4.2	Testing: First article testing is not applicable.	NA	

5. DELIVERY

Item Number	Description	Meet Specification?	Description/ Deviation
5.1	Vehicle shall be delivered chassis and body complete, fully serviced, inspected for safety and safe operation, and ready to perform the work for which they are being purchased, with no less than 1/4 tank of fuel.		
5.2	Vehicle shall be serviced, inspected, and delivered from the successful bidders nearest service facility. Factory direct deliveries are not acceptable, unless winning bidder has arranged drop ship certification for the City of Knoxville.		
5.3	<u>Delivery Location:</u> City of Knoxville Fleet Services 1400 Loraine Street Knoxville, TN		

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Item Number	Description	Meet Specification?	Description/ Deviation
5.4	<u>Contact Information:</u> Contact Mr. Dave Doyle, Fleet Services Coordinator, at (865) 215-6252 to schedule delivery date and time.	NA	
5.5 Documentation			
5.5.1	Provide manufacturer's certificate of origin for each vehicle. (Mandatory before payment will be made)		
5.5.2	Provide one operator's manual per vehicle and one extra per lot of vehicles for cab, chassis, and all installed equipment.		
5.5.3	Provide one set of service, overhaul and illustrated parts breakdown manuals per lot of vehicles ordered. Manuals on CD ROM are acceptable. To include service manuals on all installed equipment. Order will be considered incomplete if manuals are not delivered with vehicles. If manuals are not available upon vehicle delivery, state delivery date of manuals and provide confirmation in writing from mfr/publisher.		
5.5.4	Provide one "build sheet" per vehicle listing all parts used in assembling each vehicle. (If available)		
5.5.5	Provide list of filters and other service items, by type and part number, per vehicle.		
5.5.6	Provide on-line access to technical service bulletins and recall notices throughout the service life of the vehicle.		
5.5.7	Successful bidder shall provide a repair/labor guide manual.		
5.6 Decals, Badges, Advertisements			
5.6.1	No dealer emblems, decals, or other form of advertisement or identification shall be attached to the vehicle.		

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Item Number	Description	Meet Specification?	Description/ Deviation
5.7 Warranty			
5.7.1	Provide copies of standard warranty for assembled and delivered vehicle.		
5.7.2	Provide forms for delayed warranty start if vehicle delivery to the city is delayed due to upfit of special equipment or modification.		
5.7.3	Provide copies of standard warranty for systems and components as provided by individual suppliers.		

6. INVOICING

Mail or deliver invoice to:

Fleet Services
Attn: Dave Doyle
3409 Vice Mayor Jack Sharp Road
Knoxville, TN 37914

INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing quotation.
2. State brand or make on each item. If quoting on other than the make, model or brand specified, the manufacturer's name and catalogue number must be given.
3. Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to upon award. If time varies on different items, the bidder shall so state.
4. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
5. The Purchasing Agent reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities, to split orders if in the best interest of the City, and to evaluate bids by various criteria and to accept any bid which, in his opinion, may be for the best interest of the City.
6. Samples of items, when required, must be furnished free of expense to the City and if not called for within fifteen days from date of bid opening, same will be disposed of to the best interest of the City.
7. Verify your quotations before submission as they cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
8. If you do not quote, return this sheet and state reason.
9. If Federal Excise Tax applies, show amount of same and deduct. Bear in mind that the City is exempt from the Tennessee Sales Tax.
10. PRICES CONSIDERED F.O.B. KNOXVILLE UNLESS OTHERWISE STATED.
11. Failure to observe the above instructions and conditions will constitute grounds for rejection of your bid.
12. Attention of all bidders is directed to the set of provisions contained in Chapter 24, Article II, Section 24-33 entitled, "Debts owed by persons receiving payments other than salary" of the Code of the City of Knoxville.
13. Before a contract will be signed by the City, the submitting entity, if selected, must provide the City Purchasing Office 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.

INDEMNIFICATION CLAUSE

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.