

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0107)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Scott Equipment Company of LaVergne, Tennessee (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on March 27, 2015 Purchasing Office Solicitation No. 2015-029, a procurement solicitation for bids for supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City’s solid waste transfer station, (b) on April 1, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2015-029, and (c) on April 9, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2015-029 (collectively, “SOLICITATION”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid dated April 8, 2015 (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s insurance requirements as follows:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as <u>Additional Insured with attachment</u> of the Additional Insured endorsement for both Premises/Operations <u>and</u> Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only

4. If and when insurance coverage documented by Certificate(s) of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate(s) of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend work

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0107)

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or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.

6. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
7. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
8. CITY awarded on May 12, 2015 and now desires to retain VENDOR to supply, deliver and install two (2) new pad-mounted pedestal transfer boom systems, namely the Allied model 2015 waste transfer system, at the City's solid waste transfer station for the total lump-sum amount of \$345,600.00, pursuant to SOLICITATION and SUBMITTAL.
9. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

For VENDOR:

For CITY:

\_\_\_\_\_  
(signature of VENDOR's authorized representative)

\_\_\_\_\_  
(signature of CITY's authorized representative)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_ Mayor

Approved as to Form:

\_\_\_\_\_  
Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2015-0107)

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**Attachment No. 1**

**SOLICITATION**

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written bids in the City's Purchasing Office, City Hall, Suite 107, 109 Third Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on April 9, 2015, at which time and location they will be publicly opened, for the following procurement: supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station (Purchasing Office Solicitation No. 2015-029). Bids must be prepared and submitted in accordance with the City of Franklin's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklintn.gov/>) or by contacting the City of Franklin Purchasing Office ([purchasing@franklintn.gov](mailto:purchasing@franklintn.gov); 615/550-6692). The City reserves the right to reject any and all bids, and to waive formalities.

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DATE OF PUBLICATION OF THIS NOTICE TO BIDDERS: March 26, 2015

# City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-029

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1. Solicitation identified: These instructions apply to the following procurement:  
supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station  
**Purchasing Office Solicitation No.: 2015-029**
2. Solicitation packet component documents: These Instructions for Bidders accompany the following documents which, in total, represent the complete solicitation packet:
  - a. Notice to Bidders;
  - b. City of Franklin Instructions for Bidders (this document);
  - c. City of Franklin Specifications;
  - d. City of Franklin Bid Submittal Form;
  - e. City of Franklin Affidavit of Non-Collusion;
  - f. City of Franklin Affidavit of Title VI Compliance;
  - g. City of Franklin Standard Procurement Terms and Conditions;
  - h. City of Franklin Procurement Agreement form;
  - i. City of Franklin Indemnification Agreement;
  - j. City of Franklin Affidavit of Drug-Free Workplace; and
  - k. for any construction project, the City of Franklin Affidavit of License Certificate.
3. Location of bid opening: Bid opening will be held in the City of Franklin Purchasing Office (see address below, under "Delivery of bids"), or at another location within the City of Franklin City Hall. If the location of the bid opening is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes before the appointed time of bid opening.
4. Who may attend bid openings: City of Franklin bid openings are open to the public. Bidders are specifically welcome to attend.
5. Withdrawal of bids; expiration of submittal validity (see also "Errors and omissions" below):
  - a. Before the bid submittal deadline, submitted bids may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn bids may be returned unopened to the submitting party but only at the submitting party's expense. Such a request to withdraw a bid and such a request to return a withdrawn bid must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the bid submittal deadline, and may be submitted via either e-mail ([purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)) or fax (615/550-0079).
  - b. After the bid submittal deadline, submitted bids may not be withdrawn.
  - c. Before award, all bids and associated pricing as submitted shall be considered valid and may be accepted by the City at least through **May 31, 2015** and until the date indicated on the bidder's Bid Submittal Form as the "last date that bid and associated pricing is valid and may be accepted by the City."
  - d. After award, the accepted bid and associated pricing shall be considered valid until the specified equipment has been supplied, delivered and installed to the satisfaction of the City of Franklin.

# City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-029

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6. Submittal timing: Bids are to be delivered no earlier than five (5) City of Franklin business days before the submittal deadline. Bids delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
7. Bids rejected on account of timing: Submitters of bids rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Bids rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all bids rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
8. Bid to be sealed: Each bid shall be submitted inside one (1) or more sealed container(s).
9. Submittal to include one (1) set of original bid documents plus two (2) complete duplicate sets plus one (1) complete digital copy: Please submit one (1) set of bid documents on paper with original signatures plus two (2) complete duplicate sets also on paper plus one (1) exact and complete digital copy. The contents of the duplicate sets shall contain no more and no less than, and shall be in the same order as, the contents of the bid documents with original signatures. The digital copy shall be loaded on either a CD or a flash drive that itself is labeled with the bidder's name. The digital copy shall be submitted along with the bid documents on paper. The contents of the digital copy shall contain no more and no less than, and shall be in the same order as, the contents of the bid documents on paper, including signatures, and shall consist of one (preferably) or more text-searchable, non-password-protected files in Portable Document Format (PDF).
10. Construction projects:
  - a. If the project for which these Instructions for Bidders have been prepared involves construction by a "contractor" (as the term is defined in the State of Tennessee Contractors Licensing Act of 1994, as amended) and thereby is subject to the provisions of TCA §62-6-101, et. seq., then it is necessary for the bidder to provide evidence of a contractor's license in the appropriate license classification before such bidder's bid may be considered by the City. For the City of Franklin, such evidence shall be a fully executed Affidavit of License Certificate with a photocopy of the bidder's certificate of license attached thereto.
  - b. If the bid is for a construction project and if the bid price is in an amount not less than \$25,000, then the outside of the container(s) shall be labeled by the bidder with the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts.

# City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-029

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11. Bid submittal contents: Included with the bid are to be the following components:
- a. City of Franklin Bid Submittal Form, executed in full;
  - b. Detailed vendor-supplied description of bid products and services;
  - c. City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;
  - d. Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;
  - e. Vendor-supplied contact information for minimum of three references (see below);
  - f. City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
  - g. Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;
  - h. City of Franklin Affidavit of Non-Collusion, executed in full;
  - i. City of Franklin Affidavit of Title VI Compliance, executed in full;
  - j. if bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full;
  - k. if the bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and
  - l. a complete digital copy and two (2) complete duplicate sets of submitted bid documents per these Instructions for Bidders.
12. Bid container label: The outside face of the bid container(s) must be labeled with the following information:
- a. the bidder's name and address;
  - b. if the enclosed bid is for a construction project and if the amount of the enclosed bid price is not less than \$25,000, then the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any; and
  - c. the following text:

SEALED BID

City of Franklin solicitation no.  
2015-029

(solid waste transfer station pedestal  
transfer boom systems)

NOT TO BE OPENED EXCEPT AT  
BID OPENING April 9, 2015, 2:00  
p.m. Central Time

# City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-029

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13. Delivery of bids:
- a. Bids are to be addressed and delivered to:  
City of Franklin Purchasing Office  
Franklin City Hall, Suite 107  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064
  - b. Bids must be printed on paper and signed. A bid may be mailed via U.S. Mail or shipped or hand-delivered via courier. Bids submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
  - c. A bid is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A bid that is en route via U.S. Mail or courier, or delivery of a bid to another City office or location, does not in and of itself constitute delivery of that bid to the City of Franklin Purchasing Office.
  - d. The Purchasing Office shall exclusively determine whether a bid was received before the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.
14. Reference request: Bidders shall provide three references for similar services provided within the last twelve months. Information to be provided shall include: customer/client name, customer/client address, description of services provided, contact name and title, and contact telephone number. If the City of Franklin is a recent customer/client of the bidder, then add the City of Franklin to the list of three references as a fourth reference.
15. Selection criteria: Selection of the lowest and best responsive and responsible bid shall be based upon a combination of some or all of the following factors: the quoted purchase costs and/or life-cycle costs to the City of bids that are responsive to the solicitation; compliance with the City's instructions, specifications and standard procurement terms and conditions; any terms and conditions stated by the bidder in the bid; anticipated timeliness of delivery of the bid item(s); the character, integrity and reputation of the bidder; the results of any reference checks; and any prior experience of the City of Franklin with the bidder and/or the bid item(s) and/or any component thereof.
16. Bid tabulation; notice of intent to award: The tabulation of bids received, as prepared by the City, may also indicate a recommendation as to the selection of the lowest and best responsive and responsible bid, in which case the tabulation of bids received also functions as the City's notice of intent to award. Bidders may request a copy of the tabulation of bids received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the City's tabulation of bids received and notice of intent to award (see Specifications).
17. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Specifications for tentative date of award. Purchases shall be awarded to the bidder who submits the lowest and best responsive and responsible bid. The awards shall be memorialized in writing, using the City's Procurement Agreement form.



# City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-029

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18. Other documents to be required of successful bidder: Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
- a. Vendor-supplied agreement or contract, if any, by and between the City and the bidder to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
  - b. City of Franklin Indemnification Agreement, executed in full;
  - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
  - d. City of Franklin Procurement Agreement, executed for the vendor; and
  - e. If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City's Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
19. City's right to reject bids, waive formalities: The City of Franklin reserves the right to reject any and all bids, and to waive formalities.
20. Errors and omissions (see also "Withdrawal of bids; expiration of submittal validity" above):
- a. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder before submittal shall be corrected by the bidder. If such a correction results in altering but not replacing one or more documents, then the bidder's representative shall initial each such correction in non-erasable ink.
  - b. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder after submittal but before the bid submittal deadline may be corrected by the bidder but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled "SEALED AMENDED BID" and shall otherwise be submitted pursuant to the same instructions above as for the submittal of the original bid documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the bid submittal deadline.
  - c. Uncorrected errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the bidder may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal. In the case of a discrepancy between the bidder's unit price for a particular line item as quoted in the bid and the unit price calculated by dividing the bidder's extension price for that same line item by the quantity indicated for that same line item, then the bidder's unit price for that line item as quoted in the bid shall prevail.
  - d. Omissions from a bidder's submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the bid

# City of Franklin Instructions for Bidders

## Purchasing Office Solicitation No.: 2015-029

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non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal.

21. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office (see address above)

[purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

Tel: 615/550-6692

Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.

Addenda to this procurement solicitation may be issued. Before submitting its response, it is the responsibility of each respondent to confirm whether any addenda to this procurement solicitation have in fact been issued by the City. To do so, please contact the City's Purchasing Office (see contact information above).

22. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

23. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.franklintn.gov/government/finance-administration/purchasing-office/vendor-protest-procedure>.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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1. Solicitation identified: These specifications apply to the following procurement:  
supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station

**Purchasing Office Solicitation No.: 2015-029**

2. Notice to Bidders publication date: **March 26, 2015**

3. Solicitation release date: **March 27, 2015**

4. Optional\* pre-bid access to jobsite: **no later than April 1, 2015**

\*PLEASE NOTE: Potential bidders may request to have access to the jobsite prior to preparing their bid but only by appointment no later than April 1, 2015. Appointments may be scheduled by contacting Transfer Station Manager Doug Pratt (T: 615-417-5880; E: [doug.pratt@franklintn.gov](mailto:doug.pratt@franklintn.gov)). Do not report directly to the City's solid waste transfer station. Instead, park vehicles and check in at:

Sanitation and Environmental Services Department Administrative Offices  
City of Franklin Municipal Services Complex  
417 Century Court  
Franklin, TN 37064

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **April 2, 2015, 2:00 p.m. Central Time**

6. Bids submittal deadline and scheduled opening: **April 9, 2015, 2:00 p.m. Central Time**

7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **April 24, 2015**

8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **May 12, 2015**

9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply, deliver and install the specified equipment at the specified jobsite. See the accompanying Instructions for Bidders for additional information and instructions.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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10. Exceptions:

- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
- b. Any deviation or variance from the City's specifications shall be considered to be an exception.
- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

11. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the

# City of Franklin Specifications

## Purchasing Office Solicitation No.: 2015-029

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- bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
  - f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
  - g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
  - h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
  - i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
  - j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
  - k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
  - l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
  - m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full,

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

12. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products and services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.1. General.**
- 12.1.1.** \_\_\_\_\_ Bids shall be for supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City’s solid waste transfer station.
- 12.1.2.** \_\_\_\_\_ City intends for the specified pad-mounted pedestal transfer boom systems to be used to load and pack municipal solid waste from the transfer station floor to solid waste transfer trailers. Equipment as bid shall be designed and manufactured according to industry standards for this intended use.
- 12.1.3.** \_\_\_\_\_ Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to supply, deliver and install the specified equipment and otherwise complete the project.
- 12.1.4.** \_\_\_\_\_ Jobsite is at the following location:  
City of Franklin Solid Waste Transfer Station  
411 Century Court  
Franklin, Tennessee 37064
- 12.1.5.** \_\_\_\_\_ A City of Franklin permit is required (only of the successful bidder, not all bidders) for this project. (Application for permit shall be made to the City of Franklin Building and Neighborhood Services Department, 109 3<sup>rd</sup> Ave. South, City Hall Suite 110, Franklin, TN 37064. The permit fee shall be waived.)
- 12.1.6.** \_\_\_\_\_ Plans stamped by a professional engineer are not required for this project.
- 12.1.7.** \_\_\_\_\_ The bidder is responsible for making any measurements required to prepare a bid.
- 12.1.8.** \_\_\_\_\_ Vendor shall indicate on the Bid Submittal Form the estimated time of completion of the project, measured in number of calendar days after receipt of order.
- 12.1.9.** \_\_\_\_\_ Vendor specifically acknowledges and accepts City’s standard delivery terms as expressed under “General terms and conditions” above.
- 12.1.10.** \_\_\_\_\_ Installer is responsible for having all underground utilities and any underground irrigation located at the jobsite.
- 12.1.11.** \_\_\_\_\_ The following information shall be furnished by the bidder along with the submitted bid: Manufacturer’s literature and data, to include, if available, shop drawings and specifications, as well as installation drawings and specifications, for all installed products, equipment and accessories.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.1.12. \_\_\_\_\_ Vendor shall include unloading or offloading and deposit of all deliverables at the jobsite.
- 12.1.13. \_\_\_\_\_ Vendor shall provide any labor and equipment necessary to unload or offload all deliverables in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 12.1.14. \_\_\_\_\_ Except by prior arrangement acceptable to the City, delivery shall be made between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City.
- 12.1.15. \_\_\_\_\_ Training by a qualified service representative shall be provided upon installation. Training shall include detailed instruction for both operator and service personnel.
- 12.1.16. \_\_\_\_\_ Documentation, including both operator and service manuals, warranties, detailed troubleshooting information, and any available unit-specific training videos, shall be provided upon installation.
- 12.1.17. \_\_\_\_\_ Warranty for equipment except hydraulic cylinders:
- 12.1.17.1. \_\_\_\_\_ Bid pricing shall include manufacturer's standard warranty, to be for a minimum of one (1) year, for all installed products, equipment and accessories, except hydraulic cylinders.
- 12.1.17.2. \_\_\_\_\_ Bidder shall supply a description of the manufacturer's standard warranty except for hydraulic cylinders along with the Bid Submittal Form.
- 12.1.17.3. \_\_\_\_\_ Bidder shall indicate duration of manufacturer's standard warranty except for hydraulic cylinders as bid on the Bid Submittal Form.
- 12.1.18. \_\_\_\_\_ Warranty for hydraulic cylinders:
- 12.1.18.1. \_\_\_\_\_ Bid pricing shall include manufacturer's standard warranty for hydraulic cylinders, to be for a minimum of five (5) years, and to be for 100% coverage.
- 12.1.18.2. \_\_\_\_\_ Bidder shall supply a description of the manufacturer's standard warranty for hydraulic cylinders along with the Bid Submittal Form.
- 12.1.18.3. \_\_\_\_\_ Bidder shall indicate duration of manufacturer's standard warranty for hydraulic cylinders as bid on the Bid Submittal Form.
- 12.1.19. \_\_\_\_\_ Guarantee of installation:
- 12.1.19.1. \_\_\_\_\_ Bid pricing shall include installer's standard guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories.



# City of Franklin Specifications

## Purchasing Office Solicitation No.: 2015-029

**12.1.19.2.** \_\_\_\_\_ Bidder shall supply a description of the installer’s standard guarantee along with the Bid Submittal Form.

**12.1.19.3.** \_\_\_\_\_ Bidder shall indicate duration of installer’s standard guarantee as bid on the Bid Submittal Form.

**12.1.20.** Insurance requirements:

**12.1.20.1.** \_\_\_\_\_ Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement for both Premises/Operations <u>and</u> Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Installation Floater	Total insurable property value of installed equipment at value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

**12.1.20.2.** \_\_\_\_\_ If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

**12.1.20.3.** \_\_\_\_\_ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.1.20.4. \_\_\_\_\_ The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
- 12.2. **Manufacturers / Products.**
- 12.2.1. \_\_\_\_\_ Crane and/or pedestal boom system equipment and accessories shall be of robust, heavy duty construction and the product of a manufacturer experienced in the design and fabrication of custom crane equipment meeting the requirements of this section. The manufacturer shall possess a minimum of 10 years' experience in the manufacturing of knuckleboom crane/pedestal boom systems for service in the waste transfer industries.
- 12.2.2. \_\_\_\_\_ Crane and/or pedestal boom equipment and accessories shall be new and of a current series/model with proven performance in heavy industrial/municipal service. Equipment shall be furnished including all specified accessories, tools, manuals, special features, etc.
- 12.2.3. \_\_\_\_\_ The first named manufacturer's series/model number listed below is the Basis of Design used for the purpose of establishing level of equipment quality; robustness of equipment; and physical, functional or performance characteristics required for the knuckle boom crane system:
- 12.2.3.1. \_\_\_\_\_ Allied Construction Products Corporation Transfer Boom model number 2015 with Allied Hydraulic Power Unit model number 3430 (Basis of Design).
- 12.2.3.2. \_\_\_\_\_ Approved equal to above.
- 12.2.4. \_\_\_\_\_ Owner reserves the right to be the sole judge in determining the equality of an alternate crane manufacturer and/or model. Should the proposed alternate crane not be deemed equivalent to the Basis of Design manufacturer/model, the Contractor shall furnish the specified crane system at no additional cost to the Owner
- 12.2.5. \_\_\_\_\_ All equipment and accessory items required for complete, functioning and operating crane and/or pedestal boom systems shall be supplied by the manufacturer even though such items may not be specifically mentioned in these specifications.
- 12.2.6. \_\_\_\_\_ Knuckle boom crane/pedestal boom system design to comply with standard inspection requirements and current engineering practices of the heavy equipment industry relative to design, strength, quality of material, and workmanship.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.3. Pedestal Boom System.**
- 12.3.1.** \_\_\_\_\_ General Configuration: Waste transfer pedestal boom systems shall be electrically powered, hydraulically actuated, and complete with frame, boom, base, grapple, electric motor, hydraulic system, manual control valve stand, and operators cab.
- 12.3.2.** \_\_\_\_\_ Layout: Waste transfer pedestal boom systems shall fit in the space provided and all portions of the crane shall have adequate clearance between the boom and/or stick and the surrounding concrete structure/pit opening as recommended by the manufacturer. Contractor shall confirm clearances throughout operating swing radius of the boom.
- 12.3.3.** \_\_\_\_\_ Net Lifting Capacity/Compaction Force: Provide a minimum 3,000 pounds net lifting capacity/compaction force at the stick to grapple connection pin with the boom/stick fully extended at its maximum reach in the pit opening.
- 12.3.4.** \_\_\_\_\_ Control Style: Provide knuckleboom cranes with local manual controls adjacent to boom swing base assembly and remote joystick controls located in the armrests of the operator's cab.
- 12.3.4.1.** \_\_\_\_\_ Local Manual Control Valve Stands: Manual valves to be two-way style hydraulic type valves with one lever on each section. Valves to be mounted on fabricated carbon steel pedestal.
- 12.3.4.1.1.** \_\_\_\_\_ Provide ESTOP (Emergency Stop) switch at manual valve stand to stop system. Also provide motor start and stop functions at manual valve stand.
- 12.3.4.1.2.** \_\_\_\_\_ Provide levers at valve stand for GRAPPLE OPEN-CLOSE, GRAPPLE WRIST IN-OUT, BOOM SWING LEFT-RIGHT, BOOM UP-DOWN, AND STICK IN-OUT.
- 12.3.4.2.** \_\_\_\_\_ Remote Control in Operator's Cab: Joysticks to be mounted in the armrests of operator's chair for basic boom functions including BOOM UP-DOWN, STICK IN-OUT, GRAPPLE OPEN-CLOSE, GRAPPLE ROTATE, BOOM SWING LEFT-RIGHT.
- 12.3.4.2.1.** \_\_\_\_\_ Joysticks shall be powered from the main electrical starter panel. Provide required cables and auxiliary junction boxes as required based on the distance between the starter panel and cab. Coordinate cable routing with the Electrical Contractor.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.3.4.2.2. \_\_\_\_\_ Provide controller box in operator's cab outfitted with the following buttons/indicators/functions:
- 12.3.4.2.2.1. Momentary PUMP START pushbutton to turn on main pump.
  - 12.3.4.2.2.2. Combination EMERGENCY STOP/STOP used to turn off power unit motor.
  - 12.3.4.2.2.3. HYDRAULIC PUMP RUNNING pilot light.
  - 12.3.4.2.2.4. LOW PRESSURE – filter dirty pilot light.
  - 12.3.4.2.2.5. HIGH PRESSURE pilot light.
  - 12.3.4.2.2.6. HIGH HYDRAULIC OIL TEMPERATURE pilot light.
  - 12.3.4.2.2.7. LOW HYDRAULIC OIL LEVEL pilot light.
  - 12.3.4.2.2.8. ALARM horn on joystick controller to alarm when LOW PRESSURE, HIGH PRESSURE, HIGH TEMPERATURE, or LOW LEVEL alarms are active.
- 12.3.4.2.3. \_\_\_\_\_ Joystick controllers shall be dual joystick type mounted in the armrests of an ergonomic operator's chair.
- 12.3.4.2.4. \_\_\_\_\_ Joystick Remote controls to provide for all necessary boom functions.
- 12.3.5. Pedestal Boom Configuration:
- 12.3.5.1. \_\_\_\_\_ Single 6.25-inch diameter boom, stick and tilt cylinders.
  - 12.3.5.2. \_\_\_\_\_ Dual 4.0-inch diameter swing cylinders.
  - 12.3.5.3. \_\_\_\_\_ Boom Section: 8 by 12 tubing with 50 ksi high strength steel.
  - 12.3.5.4. \_\_\_\_\_ Stick Section: 8 by 12 tubing with 50 ksi high strength steel.
  - 12.3.5.5. \_\_\_\_\_ Bushings: Hardened steel.
  - 12.3.5.6. \_\_\_\_\_ Frame and base shall be designed and fabricated with steel reinforcement to withstand the maximum stress normally imposed in heavy-duty solid waste transfer boom operations.
  - 12.3.5.7. \_\_\_\_\_ Boom swing base assembly shall be capable of not less than 180 degrees rotation on its mast.
- 12.3.6. \_\_\_\_\_ Boom/Stick Reach/Fabrication: Crane/pedestal boom to be configured with a straight articulating boom possessing a minimum horizontal reach of 20 feet (from swing pivot point to grapple connection pin) with a maximum vertical grapple reach below the tipping floor of 12 feet. Boom to be heavy-duty, all-welded steel construction, with replaceable bushings.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.3.7. \_\_\_\_\_ Grapple: Furnish boom with flat bottom style, solid waste type grapple with wristing cylinder and compaction plate, of all-welded steel construction and specifically designed for picking and compacting municipal refuse. The minimum volume of the grapple shall be 0.33 cubic yard. Hoses and fittings shall be extra heavy duty rated and shall be suitably protected from snagging and breaking due to interaction with refuse during handling operations by fabricated carbon steel plates and shapes. Grapple shall be rotatable on stick by means of hydraulic motor driver to achieve 360-degree continuous rotation.
- 12.3.8. \_\_\_\_\_ Cylinder Style/Type: Pedestal boom and grapple shall be actuated by double-acting hydraulic cylinders with chrome-plated piston rods. Provide ample hydraulic circuit and reservoir capacity for sustained operation cycles without overheating.
- 12.3.9. \_\_\_\_\_ Baseplate: Pedestal boom swing base assembly integrally mounted to an adequately sized steel base plate. Baseplate holes to be precisely located for anchor bolts.
- 12.3.10. \_\_\_\_\_ Anchoring of Equipment: Pedestal boom manufacturer to provide information to Contractor identifying the number, type, size, material of construction, and minimum rated tensile strength of the crane base to pedestal anchoring system. Manufacturer to likewise identify to Contractor information regarding all mounting hardware and/or anchor bolts necessary to securely mount the hydraulic power units, local control stand and cabs. Anchoring system for the crane swing base assembly to concrete slab shall be high tensile strength carbon steel. Anchor bolts and fasteners for crane accessory items (i.e. local control valve stands and hydraulic power skids) shall be Type 304 stainless steel.
- 12.3.11. \_\_\_\_\_ Equipment Finish Coatings: Exposed ferrous metal surfaces of the crane and all related items shall be surface prepared per SSPC SP6. Primer coat to consist of one coating with anticorrosive, rust-inhibitive primer to 1.2 mils minimum dry film thickness. Painting to consist of alkyd enamel (water reducible) coating system with not less than 2 minimum coats applied for a total dry film thickness of 2.5 mils minimum.
- 12.3.12. \_\_\_\_\_ Hoses: Hydraulic fluid conveying hoses shall be as follows:
- 12.3.12.1. \_\_\_\_\_ Hoses to be heavy duty and wear-resistant.
- 12.3.12.2. \_\_\_\_\_ Pressure rating of hoses in various services to be as follows:
- 12.3.12.2.1. \_\_\_\_\_ Pressure Hose: 3,000 psi minimum rating.
- 12.3.12.2.2. \_\_\_\_\_ Return Hose: 1,000 psi minimum rating.
- 12.3.12.2.3. \_\_\_\_\_ Load Sense Hose: 5,000 psi minimum rating.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.3.12.2.4. \_\_\_\_\_ Boom and Stick Functions: 3,000 psi minimum rating.
- 12.3.12.2.5. \_\_\_\_\_ Swing and Grapple Functions: 3,000 psi minimum rating.
- 12.3.12.2.6. \_\_\_\_\_ Supports and/or encasements for hydraulic lines strategically placed and generously reinforced to protect lines from damage between the connections to the cylinders and the remote-located hydraulic system.
- 12.3.13. Automatic Lubrication System:
- 12.3.13.1. \_\_\_\_\_ Manufacturer's system designed to properly lubricate all boom bearing, pivot joints, and cylinder mounting pin joints except for swing cylinder rod eyes.
- 12.3.13.2. \_\_\_\_\_ Lubrication system tubing, hoses and fittings shall be heavy duty rated and suitably protected from snagging and breaking due to interaction with refuse during handling operations.
- 12.3.13.3. \_\_\_\_\_ Lube system components to be manufactured by Lincoln Industrial with timer controlled, 110 volts AC lube pump and Lincoln SSV divider valves.
- 12.3.14. Hydraulic Power Units: Hydraulic Power unit shall incorporate the following design/performance/features:
- 12.3.14.1. \_\_\_\_\_ Electric Motor: 30 HP, TEFC, 1.15 service factor, 1,800 rpm speed.
- 12.3.14.2. \_\_\_\_\_ Electric motor driven, variable displacement, pressure compensated, load sensing hydraulic piston pump.
- 12.3.14.3. \_\_\_\_\_ Hydraulic System: Minimum 2,000 psi operating pressure. Each system shall have a minimum of one high pressure filter; one return-line filter; fluid level and low level shutoff gauges; and hydraulic tank.
- 12.3.14.4. \_\_\_\_\_ Maximum Flow: 34 gpm.
- 12.3.14.5. \_\_\_\_\_ System Pressure: Maximum 3,000 psi.
- 12.3.14.6. \_\_\_\_\_ Reservoir Capacity: 55 gallons.
- 12.3.14.7. \_\_\_\_\_ Oil Immersion Heater: 2 kW with thermostatic control.
- 12.3.14.8. \_\_\_\_\_ Pressure and return oil filters.
- 12.3.14.9. \_\_\_\_\_ Air breather filtration.
- 12.3.14.10. \_\_\_\_\_ Oil level sight gauge/temperature gauge.
- 12.3.14.11. \_\_\_\_\_ Hydraulic Monitor Switches/Circuits: LOW OIL LEVEL, HIGH OIL TEMPERATURE, HIGH PRESSURE OIL-FILTER DIRTY, RETURN OIL-FILTER DIRTY switches.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.3.15. Electric Control Panel: Power pack control panel to meet the following requirements:
- 12.3.15.1. \_\_\_\_\_ Provide starter panel in accordance and listed to UL 508A bearing the mark “Listed Enclosed Industrial Control Panel”.
  - 12.3.15.2. \_\_\_\_\_ Panel shall accept a single 208VAC 3-phase power feed.
  - 12.3.15.3. \_\_\_\_\_ Panel to include a combination motor starter with fused protection.
  - 12.3.15.4. \_\_\_\_\_ 208-volt, 3-phase, 60-Hz starter with overload protection.
  - 12.3.15.5. \_\_\_\_\_ NEMA 4 enclosure with “through-the-door” disconnect.
  - 12.3.15.6. \_\_\_\_\_ START and STOP pushbuttons for Hydraulic Motor.
  - 12.3.15.7. \_\_\_\_\_ Contactor and fusing for 208V immersion heater.
  - 12.3.15.8. \_\_\_\_\_ Contactor and fusing for 208V oil cooler.
  - 12.3.15.9. \_\_\_\_\_ ELAPSED TIME meter mounted in door.
  - 12.3.15.10. \_\_\_\_\_ Starter panel mounted and wired to power unit.
  - 12.3.15.11. \_\_\_\_\_ Panel LED pilot lights for local display of the following:
    - 12.3.15.11.1. \_\_\_\_\_ HYDRAULIC MOTOR-RUNNING (Green).
    - 12.3.15.11.2. \_\_\_\_\_ HIGH PRESSURE/FILTER-DIRTY (Red).
    - 12.3.15.11.3. \_\_\_\_\_ RETURN OIL-FILTER DIRTY (Red).
    - 12.3.15.11.4. \_\_\_\_\_ HYDRAULIC FLUID-HIGH TEMPERATURE (Red).
    - 12.3.15.11.5. \_\_\_\_\_ HYDRAULIC FLUID-LOW LEVEL (Red).
  - 12.3.16. \_\_\_\_\_ Electrical: Contractor to provide all electrical components necessary to connect the power units to the power supply and to the cranes.
  - 12.3.17. \_\_\_\_\_ Code Compliance: Crane/pedestal boom system shall be constructed to comply with all local, State of Tennessee and Federal safety requirements.
  - 12.3.18. Operators Cabs:
    - 12.3.18.1. \_\_\_\_\_ EHC (Electro-Hydraulic Control) Operators Stations.
    - 12.3.18.2. \_\_\_\_\_ All steel control cab, 38”x60”x60”H.
    - 12.3.18.3. \_\_\_\_\_ 1” Sound suppression package.
    - 12.3.18.4. \_\_\_\_\_ All weather seals.
    - 12.3.18.5. \_\_\_\_\_ All steel floor with non-skid coating.
    - 12.3.18.6. \_\_\_\_\_ Paint is standard white.
    - 12.3.18.7. \_\_\_\_\_ 220 V A/C / Heater mounted at rear of cab.
    - 12.3.18.8. \_\_\_\_\_ Ergonomic operator’s chair, w/ joysticks mounted in armrests.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.3.18.9. \_\_\_\_\_ Control system junction box.
- 12.4. **Installation:**
- 12.4.1. \_\_\_\_\_ The Contractor shall install the knuckleboom crane/pedestal boom system, power units, controls, and all associated electrical, mechanical, and hydraulic equipment in accordance with the manufacturer's written instructions.
- 12.4.2. \_\_\_\_\_ Crane/pedestal boom system anchor bolts shall be cast in-place. Carefully coordinate bolt patten and anchor bolt requirements with manufacturer.
- 12.4.3. \_\_\_\_\_ Mount the power units in the locations as shown on the Drawings in accordance with the crane manufacturer's recommendations. Install anchor bolts and grout and/or equipment pads according to manufacturer's recommendations.
- 12.5. **Maintenance services:**
- 12.5.1. \_\_\_\_\_ Successful bidder shall supply and deliver to the City of Franklin specified ongoing maintenance services for the installed equipment purchased pursuant to this solicitation for as long as that equipment is owned by the City, provided that (a) during the first 60 months of service, there shall be no obligation for the City to continue from one month to the next other than issuance by the City of a minimum 30-day notice of intent to discontinue, and (b) after the first 60 months of service, there shall be no obligation for either party to continue from one month to the next other than issuance by either party of a minimum 30-day notice of intent to discontinue.
- 12.5.2. \_\_\_\_\_ Maintenance services shall be as recommended by the manufacturer.
- 12.5.3. \_\_\_\_\_ During the warranty period, maintenance services other than those to be performed by the operator shall be performed only by a certified dealer of the manufacturer.
- 12.5.4. \_\_\_\_\_ Service call onsite response time, maximum: 24 hours for diagnosis to determine problem.
- 12.5.5. \_\_\_\_\_ Any parts needed for repairs that must be shipped shall be shipped overnight to the jobsite, FOB destination, freight prepaid and added.



# Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

## City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-029

<b>Vendor's name, street address, and mailing address:</b>	<hr/> <hr/> <hr/> <hr/>
<b>Vendor's contact person's name (printed), title, telephone number and e-mail address:</b>	<hr/> <hr/> <hr/> <hr/>
<b>Does the bidder take any exceptions to the City's procurement solicitation?</b>	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
<b>Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?</b>	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
<b>Total quoted bid price for supply, delivery and installation of bid equipment:</b>	\$ _____
<b>Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?</b>	<input type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____
<b>Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?</b>	<input type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____
<b>Estimated time of completion of project:</b>	_____ days after receipt of order.
<b>Last date (no sooner than May 31, 2015) that bid and associated pricing is valid and may be accepted by the City:</b>	_____
<b>If the bid is for a construction project and if the amount of the bid price is not less than \$25,000, then is the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any, shown on the outside of the bid container prior to it being opened by the City?</b>	<input type="checkbox"/> Yes. <input type="checkbox"/> No.

# Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

## City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-029

<b>Vendor's name:</b>	_____
<p><b>Method of payment</b> – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?</p>	<input type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
<p><b>Are the following components included with this Bid Submittal Form in the bid submittal?</b></p> <ul style="list-style-type: none"> <li>• Detailed vendor-supplied description of bid product(s) and/or service(s);</li> <li>• City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;</li> <li>• Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;</li> <li>• Vendor-supplied contact information for minimum of three references;</li> <li>• City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;</li> <li>• Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;</li> <li>• City of Franklin Affidavit of Non-Collusion, executed in full;</li> <li>• City of Franklin Affidavit of Title VI Compliance, executed in full; and</li> <li>• If bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full;</li> <li>• If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and</li> <li>• A complete digital copy and two (2) complete duplicate sets of submitted bid documents per the Instructions for Bidders.</li> </ul>	<input type="checkbox"/> Yes, see enclosed.  <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
<p><b>Receipt acknowledged of any and all issued addenda to this solicitation:</b></p>	<input type="checkbox"/> Addendum No. _____ received. <input type="checkbox"/> Addenda Nos. _____ received. <input type="checkbox"/> No addenda received.
<p><b>Signature of bidder's authorized representative:</b> I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.</p>	<p style="text-align: center;">_____ (signature)</p>
<p><b>Title of bidder's authorized representative:</b></p>	_____
<p><b>Date of signature:</b></p>	_____

# Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Franklin, Tennessee

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

Affiant, \_\_\_\_\_, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the \_\_\_\_\_ of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
\_\_\_\_\_  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

- 2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
- 3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- 4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
- 5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
- 6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

\_\_\_\_\_  
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public) My Commission Expires: \_\_\_\_\_

**Affidavit of Title VI Compliance**  
**a form required of Bidders and Proposers on purchases of services for the**  
**City of Franklin, Tennessee**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

Affiant, \_\_\_\_\_, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the \_\_\_\_\_ of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
- \_\_\_\_\_  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

\_\_\_\_\_  
(signature of Affiant)

\_\_\_\_\_  
(title of Affiant)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015 - 029

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30<sup>th</sup> calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.



# CITY OF FRANKLIN, TENNESSEE

## PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20\_\_ - \_\_\_\_)

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THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and \_\_\_\_\_ (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on \_\_\_\_ \_\_, 20\_\_ Purchasing Office Solicitation No. 20\_\_-\_\_, a procurement solicitation for bids for \_\_\_\_\_, and (b) on \_\_\_\_ \_\_, 20\_\_ Addendum No. \_\_ to Purchasing Office Solicitation No. 20\_\_-\_\_ (collectively, “SOLICITATION”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid/proposal dated \_\_\_\_ \_\_, 20\_\_ (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate(s) of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate(s) of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose the City’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
7. VENDOR has now also submitted CITY’s Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20\_\_ - \_\_\_\_)

8. CITY awarded on \_\_\_\_\_, 20\_\_ and now desires to retain **VENDOR** to \_\_\_\_\_, pursuant to SOLICITATION, SUBMITTAL and tabulation, as prepared by CITY, of bids received in response to SOLICITATION, a copy of which tabulation is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.

**[OR]**

9. CITY awarded on \_\_\_\_\_, 20\_\_ and now desires to retain **VENDOR** to \_\_\_\_\_, pursuant to SOLICITATION and SUBMITTAL, and as follows:

Item No.	Description	Quantity	Unit Price	Extended Price	Invoice Due and Payable
1					upon delivery/completion, net 30 days from date of delivery/completion or date of invoice, whichever is later
2					upon delivery/completion, net 30 days from date of final delivery/completion or date of invoice, whichever is later
Total:	All specified materials and services				

10. **[If applicable:]** The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and **VENDOR** may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if **VENDOR** chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and **VENDOR** each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.

11. In the event of a conflict between CITY's SOLICITATION and **VENDOR**'s SUBMITTAL, CITY's SOLICITATION shall supersede any conflicting terms and conditions within **VENDOR**'s SUBMITTAL, except for any exceptions identified by **VENDOR** in its SUBMITTAL and accepted at the time of award by CITY.

**[OR]**

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

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12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

For VENDOR:

For CITY:

\_\_\_\_\_  
(signature of VENDOR's authorized representative)

\_\_\_\_\_  
(signature of CITY's authorized representative)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_ Mayor

Approved as to Form:

\_\_\_\_\_  
Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

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**Attachment No. 1**

**SOLICITATION**

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

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**Attachment No. 2**

SUBMITTAL

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

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## Attachment No. 3

### Certificate(s) of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
			Commercial General Liability	
			Automobile Liability	
			Workers Compensation and Employers' Liability	

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

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**Attachment No. 4**

Indemnification Agreement

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

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**Attachment No. 5**

Tabulation of bids received



**Indemnification Agreement**  
**a form required of Bidders and Proposers on purchases of services for the**  
**City of Franklin, Tennessee**

On behalf of Bidder/Proposer, \_\_\_\_\_ agrees that:  
(printed name of person signing Agreement)

1. He or she is the \_\_\_\_\_ of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
- \_\_\_\_\_  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

\_\_\_\_\_  
(signature of person whose printed name appears above)

\_\_\_\_\_  
(title of person whose printed name appears above)

**(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015\_029 )**

**Form revised 02/25/2005**

**Affidavit of Drug-Free Workplace**  
**a form required of Bidders and Proposers on purchases of services for the**  
**City of Franklin, Tennessee**

State of \_\_\_\_\_ )  
\_\_\_\_\_ ) SS  
County of \_\_\_\_\_ )

Affiant, \_\_\_\_\_, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the \_\_\_\_\_ of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
\_\_\_\_\_  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

\_\_\_\_\_  
(signature of Affiant)

\_\_\_\_\_  
(title of Affiant)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

**Affidavit of License Certificate**  
**a form required of Bidders and Proposers proposing to serve as contractors for**  
**construction projects for the**  
**City of Franklin, Tennessee**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

Affiant, \_\_\_\_\_, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the \_\_\_\_\_ of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
\_\_\_\_\_  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer has fully complied with all requirements of the Contractors Licensing Act of 1994 as the same may be amended from time to time (Chapter 6 (“General Contractors”) of Title 62 (“Professions, Businesses and Trades”), Tennessee Code Annotated; TCA §62-6-101, et. seq.);
4. The Bidder or Proposer was issued, by the state board for licensing contractors, Certificate of License No. \_\_\_\_\_ with a date of expiration of \_\_\_\_\_, 20\_\_\_\_\_, a true and correct photocopy of which certificate of license is attached hereto and hereby made a part hereof;
5. The Bidder’s or Proposer’s aforementioned certificate of license is not currently expired or revoked or otherwise terminated or suspended; and
6. This Affidavit is made on personal knowledge.

\_\_\_\_\_  
(signature of Affiant)

\_\_\_\_\_  
(title of Affiant)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015\_029)

# City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-029

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1. Solicitation identified: This Addendum No. 1 applies to the following procurement:  
supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom  
systems at the City's solid waste transfer station

**Purchasing Office Solicitation No.: 2015-029**

2. Notice to Bidders publication date: **March 26, 2015**
3. Solicitation release date: **March 27, 2015**
4. Optional\* pre-bid access to jobsite: **no later than ~~April 1, 2015~~ April 7, 2015**

\*PLEASE NOTE: Potential bidders may request to have access to the jobsite prior to preparing their bid but only by appointment no later than ~~April 1, 2015~~ April 7, 2015. Appointments may be scheduled by contacting Transfer Station Manager Doug Pratt (T: 615-417-5880; E: [doug.pratt@franklintn.gov](mailto:doug.pratt@franklintn.gov)). Do not report directly to the City's solid waste transfer station. Instead, park vehicles and check in at:

Sanitation and Environmental Services Department Administrative Offices  
City of Franklin Municipal Services Complex  
417 Century Court  
Franklin, TN 37064

5. Addendum No. 1 release date: **April 1, 2015**
6. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **~~April 2, 2015, 2:00 p.m. Central Time~~  
April 8, 2015, 2:00 p.m. Central Time**
7. Bids submittal deadline and scheduled opening: **~~April 9, 2015, 2:00 p.m. Central Time~~  
April 14, 2015, 2:00 p.m. Central Time**
8. Tentative date of release of City's tabulation of bids received and notice of intent to award: **April 24, 2015**
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **May 12, 2015**

# **City of Franklin Addendum No. 1 to**

## **Purchasing Office Solicitation No.: 2015-029**

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10. Addendum:

In reference to the City of Franklin's March 27, 2015 Purchasing Office Solicitation No. 2015-029 for the supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station, the City has been asked certain questions about the solicitation by one or more vendors who are potential bidders.

The purpose of this Addendum No. 1 is to announce to all interested vendors the City's responses to the questions that have been asked to date.

Please note that the submittal deadline and scheduled opening of all bids received is hereby postponed to:

**April 14, 2015, 2:00 p.m. Central Time**

Below are the questions asked to date and the City's responses thereto:

Q1: Would the City postpone the deadline for optional pre-bid access to jobsite, the deadline for questions and the deadline to submit a bid?

A1: Yes, the deadline for optional pre-bid access to jobsite is hereby postponed April 7, 2015, the deadline for questions is hereby postponed to April 8, 2015, and the deadline to submit a bid is hereby postponed to April 14, 2015.

Q2: City specification no. 12.3.4.2 refers to "Remote Control in Operator's Cab." City specification no. 12.3.1 refers to operator's cab only. Usually when "remote control" is referred to, this implies a separate operator's ... station not mounted on the loader itself. Is it the City's intention to have a single remote operator's station for both loaders, or is it the City's intention to have a cab mounted on each loader for operations? We can do either.

A2: The City's intent is to have a cab mounted on each loader for operations.

Q3: Regarding the existing concrete pedestals, would the City provide engineering specifications on these pedestals from which we could determine whether our load moments would work on them?

A3: Based on facility project plans, the City is working with a local structural engineer to determine whether the existing pads/mounts are adequate to carry the make and model unit identified in the City's specifications. The structural system of the pad and beam below are being evaluated to see if they are adequate based on a "loads and moments chart" supplied by the manufacturer of the make and model unit identified in the City's specifications.

Q4: Regarding the existing concrete pedestals, would the City use the current bolt pattern for our mounting template and/or provide all bolts in concrete for the mount?

A4: Bolts will be supplied within the concrete pad.

# City of Franklin Addendum No. 1 to

## Purchasing Office Solicitation No.: 2015-029

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11. Acknowledge receipt of addendum: Bidders shall acknowledge receipt of this addendum on the Bid Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
12. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation prior to the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office  
Franklin City Hall, Suite 107  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064  
[purchasing@frankltn.gov](mailto:purchasing@frankltn.gov)  
Tel: 615/550-6692  
Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.

13. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

# City of Franklin Addendum No. 2 to

## Purchasing Office Solicitation No.: 2015-029

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1. Solicitation identified: This Addendum No. 2 applies to the following procurement:  
supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom  
systems at the City's solid waste transfer station

**Purchasing Office Solicitation No.: 2015-029**

2. Notice to Bidders publication date: **March 26, 2015**

3. Solicitation release date: **March 27, 2015**

4. Optional\* pre-bid access to jobsite: **no later than April 7, 2015**

\*PLEASE NOTE: Potential bidders may request to have access to the jobsite prior to preparing their bid but only by appointment no later than April 7, 2015. Appointments may be scheduled by contacting Transfer Station Manager Doug Pratt (T: 615-417-5880; E: [doug.pratt@franklintn.gov](mailto:doug.pratt@franklintn.gov)). Do not report directly to the City's solid waste transfer station. Instead, park vehicles and check in at:

Sanitation and Environmental Services Department Administrative Offices  
City of Franklin Municipal Services Complex  
417 Century Court  
Franklin, TN 37064

5. Addendum No. 1 release date: **April 1, 2015**

6. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **April 8, 2015, 2:00 p.m. Central Time**

7. Addendum No. 2 release date: **April 9, 2015**

8. Bids submittal deadline and scheduled opening: **April 14, 2015, 2:00 p.m. Central Time**

9. Tentative date of release of City's tabulation of bids received and notice of intent to award: **April 24, 2015**

10. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **May 12, 2015**

# City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-029

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11. Addendum:

In reference to the City of Franklin's March 27, 2015 Purchasing Office Solicitation No. 2015-029 for the supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station, the City has been asked certain additional questions about the solicitation by one or more vendors who are potential bidders.

The purpose of this Addendum No. 2 is to announce to all interested vendors the City's responses to the questions that have been asked since issuance of Addendum No. 1.

Please note that the submittal deadline and scheduled opening of all bids received is unchanged since issuance of Addendum No. 1 and remains:

**April 14, 2015, 2:00 p.m. Central Time**

Below are the addition questions asked since issuance of Addendum No. 1 and the City's responses thereto:

Q1: Will the City verify that the foundations will be sufficient for the operating/moment loads required for each unit? Should these loads be supplied with the bids?

A1: Base pads are the responsibility of the City. City will be working with a structural engineer to verify and, if necessary, redesign the base pads based on unit selected. Operating/moment loads are not required to be supplied with the bids.

Q2: 12.1.10. It says that the installer is responsible for the underground utilities. One shut-off box will still need to be installed for unit #2 (south pit). Can we assume that this box will be installed and the City will make sure that power (conduit) is supplied from these shut-off boxes to the base of each loader foundation? Will the City have an Electrician available to assist with the final installation hook-up? Or will the installer need to coordinate the Electrician?

A2: Providing the disconnects and providing power to the disconnects is the responsibility of the City. Providing power (conduit) from the disconnects to the base of each loader foundation is the responsibility of the installer. The installer will need to coordinate the electrician to assist with the final installation hook-up.

Q3: 12.2.3.1. Our [make and model] will be equivalent to the unit specified in bid. However, based on the current (increasing) tonnage of the facility, we suggest that a larger, more durable unit be utilized. Our [make and model] would be more suitable for this application. Will it be possible to submit an alternate bid also?

A3: Alternate bids are permitted. However, the City does not differentiate between bids that exceed City specifications versus those that meet City specifications.



## City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-029

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Q4: 12.3.4.2. Per addendum #1, the cab is to be installed on the loader along with joystick controls in the operator seat. Can we assume that the hydraulic power unit will be located on the machine also, making for a totally self-contained set-up? If this is the case then could the following items regarding a remote valve stand be removed from the City's specifications: 12.3.4.1 (manual control stands would not be needed if the joystick controls are located in the operator seat), 12.3.4.1.1 (the extra ESTOP would not be required for valve stand; controls would be in seat, and start/stop (Estop) would be located in dash of operator cab) and 12.3.4.1.2 (valve stand is not required)?

A4: The hydraulic power unit is to be located on the machine, making for a totally self-contained set-up. City specifications 12.3.4.1, 12.3.4.1.1 and 12.3.4.1.2 are hereby deleted.

Q5: 12.3.5.2. Our model utilizes a gear box with motor mounted on a 27" O.D. bearing for the swing system. Is this acceptable?

A5: If you believe what your model utilizes to be equal to or above the comparable feature of the specified unit, then please provide documentation with the bid to support that claim, especially with respect to equipment quality, robustness of equipment, and physical, functional or performance characteristics required for the knuckle boom crane system. Please note that the City does not differentiate between bids that exceed City specifications versus those that meet City specifications.

Q6: 12.3.5.3 thru 12.3.5.5. A fabricated box style boom is more durable than standard tubing. We use Mag/Bronze bushings and hardened pins vs. the steel bushings. Will this be acceptable?

A6: See A5 above.

Q7: 12.3.6. The [City's specification] calls for a straight boom. A bent main "hip-style" boom will allow better access into the trailer pit, and offer better compaction than a straight boom. With the location of the foundation so close to the pit, a bent boom would be better suited for reaching more areas of the trailer than a straight boom. Will this option be acceptable? We can supply either boom option.

A7: The City declines to revise this specification.

Q8: 12.3.14.2. Our unit utilizes a 50 HP TEFC motor powering a triple gear hydraulic pump. The [City's specification] calls for a 30 HP motor and load-sensing piston pump. Can the [City's specification] be revised to allow each manufacturer to supply their current hydraulic configurations per their specified models?

A8: See A5 above.

## City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-029

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Q9: 12.3.15.2. Is 208V power only available for these units? Can 480V be supplied? By lowering the voltage, the amperage will increase. Depending on the amp draw of each model, the City will need to make sure the breakers in the box will be properly sized.

A9: The power available for these units is 208-volt. 480-volt is not available.

Q10: Would the City consider extending the bid submittal date to review options further?

A10: No, the City chooses not to extend the bid submittal deadline from April 14, 2015, 2:00 p.m. Central Time.

12. Acknowledge receipt of addendum: Bidders shall acknowledge receipt of this addendum on the Bid Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."

13. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office  
Franklin City Hall, Suite 107  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064  
[purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)  
Tel: 615/550-6692  
Fax: 615/550-0079

14. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2015-0107)

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**Attachment No. 2**

SUBMITTAL

# ORIGINAL

## Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the  
**City of Franklin, Tennessee**

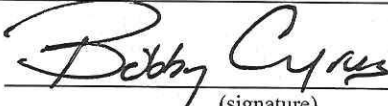
Purchasing Office Solicitation No.: 2015-029

Vendor's name, street address, and mailing address:	<u>Scott Equipment Company</u> <u>1231 Bridgestone Hwy.</u> <u>Laverne, TN 37084</u>
Vendor's contact person's name (printed), title, telephone number and e-mail address:	<u>Gary Williams</u> <u>Sales Representative</u> <u>615.747.0900</u> <u>gwilliams@scottcompanies.com</u>
Does the bidder take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Total quoted bid price for supply, delivery and installation of bid equipment:	<u>\$ 172,800.00 each unit</u> <u>\$ 345,600.00 total Bid For 2)</u>
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____.
Estimated time of completion of project:	<u>90-120</u> days after receipt of order.
Last date (no sooner than May 31, 2015) that bid and associated pricing is valid and may be accepted by the City:	<u>June 30, 2015</u>
If the bid is for a construction project and if the amount of the bid price is not less than \$25,000, then is the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any, shown on the outside of the bid container prior to it being opened by the City?	<input type="checkbox"/> Yes. <input checked="" type="checkbox"/> No.

# Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the  
**City of Franklin, Tennessee**

Purchasing Office Solicitation No.: 2015-029

<b>Vendor's name:</b>	<u>Scott Equipment Company</u>
<b>Method of payment</b> – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
<b>Are the following components included with this Bid Submittal Form in the bid submittal?</b> <ul style="list-style-type: none"> <li>• Detailed vendor-supplied description of bid product(s) and/or service(s);</li> <li>• City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;</li> <li>• Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;</li> <li>• Vendor-supplied contact information for minimum of three references;</li> <li>• City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;</li> <li>• Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;</li> <li>• City of Franklin Affidavit of Non-Collusion, executed in full;</li> <li>• City of Franklin Affidavit of Title VI Compliance, executed in full; and</li> <li>• If bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full;</li> <li>• If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and</li> <li>• A complete digital copy and two (2) complete duplicate sets of submitted bid documents per the Instructions for Bidders.</li> </ul>	<input checked="" type="checkbox"/> Yes, see enclosed.  <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
<b>Receipt acknowledged of any and all issued addenda to this solicitation:</b>	<input checked="" type="checkbox"/> Addendum No. <u>1</u> received. <input checked="" type="checkbox"/> Addenda Nos. <u>2</u> received. <input type="checkbox"/> No addenda received.
<b>Signature of bidder's authorized representative:</b> I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 _____ (signature)
<b>Title of bidder's authorized representative:</b>	<u>Branch VP</u>
<b>Date of signature:</b>	<u>4/8/15</u>



**QTY - 2**    **Allied Model 2015 Waste Transfer System**

- 180° swing rotation
- Ø6-1/4" (159 mm) boom, stick and grapple cylinders
- 6-lever manual control valve console for boom and grapple operation
- Includes 10' hydraulic hose package for connection of boom to manual control valve stand
- Operating weight, less grapple: 8,600 lbs.
- **Clamshell Waste Grapple**
- 1/3 yard minimum capacity
- Heavy-Duty oversize swivel bearing
- 360 degree continuous rotation with extension and hydraulics
- 
- 
- **Allied Deluxe Remote Electric Hydraulic Joystick Controller Package**
- Integration of controls into operators cab
- Provides complete boom functionality, remote motor start/stop control and fault monitoring for the power unit
- 
- **3430 Electric Power Unit**
- Variable displacement, pressure compensated load sensing hydraulic piston pump
- 208V., 3 Phase, 60 Hz, TEFC, 30 HP (22KW) electric motor
- Includes system pressure, return and air filters, system low level, high temperature and high and low pressure filter by-pass warning switches
- 55 gal. (210 liter) tank capacity
- Oil reservoir heater complete with thermostatic control.
- Electric fan driven oil cooler w/ thermostat.
- 
- 
- **Allied Electrical Control Panel**
- For 30 HP (22KW) Power Unit
- Includes motor starter, on/off buttons, motor running and warning lights, and internal wiring
- Mounted and wired to Hydraulic Power unit
- 
- **Automatic Lubrication System**
- For Waste Transfer Boom Series Bearing, Pivot Joints and Cylinder Mounting Pin Joints
- Electric grease pump with internal timer
- Remote lube supply lines routed to lube points



**SCOTT  
EQUIPMENT**  
HEAVY-DUTY COMMITMENT

- **Operators Cab**
- All steel control cab, 38"x60"x60"H
- 1" Sound suppression package
- All weather seals
- All steel floor with non-skid coating
- Paint is standard white
- 220 V A/C / Heater mounted at rear of cab
- Ergonomic operators chair
- Steel tower structure to mount cab over base of boom.

**WARRANTY:** 1YEAR / PEDESTAL BOOM AND POWER PAC

2 YEAR/ BASE, SWING FRAME, BOOM AND STICK

5YR/ STANDARD WARRANTY FOR HYDRAULIC CYLINDERS- DOES NOT INCLUDE LABOR

**SEE ENCLOSED WARRANTY DISCLAIMERS**

**PM MAINTENANCE:** 5 YR/60 MONTH PM MAINTENANCE INCLUDED



# New Pedestal Boom & Power Pac Limited Warranty

## WHAT IS COVERED

Allied warrants to owners of new Allied Pedestal Boom & Power Pacs that, for a period of twelve (12) months (twenty four (24) months on major structural components) after delivery and placement into service by the first user, the authorized Allied Distributor in whose service area the unit is operated will repair or replace any part that fails because of defects in material or workmanship according to the following schedule:

<u>WARRANTY LIMITATIONS</u>		<u>REPAIR CHARGES TO BE PAID BY OWNERS</u>	
	<b>Months</b>	<b>Parts</b>	<b>Labor</b>
Pedestal Boom & Power Pac	0 - 12	No Charge	No Charge
Base, Swing Frame, Boom, Stick	13 - 24	No Charge	100% of Distributor's Charge

## WHAT IS NOT COVERED

This warranty does not cover:

- conditions which in the reasonable judgement of *Allied*, arise from misuse, negligence, alteration, accident, or lack of performance of necessary maintenance;
- normal maintenance service or the replacement of service items made in connection with normal maintenance;
- damage due to operation with hydraulic flow, pressure or temperature in excess of levels recommended by *Allied*;
- claims for loss of time, inconvenience, loss of use of the product or other consequential damages.

## OWNER RESPONSIBILITY

The owner is responsible for:

- the performance of regular maintenance service as specified in the applicable product manuals;
- delivering the part to the Allied Distributor.

*This limited warranty is expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any non-contractual liabilities including product liabilities based upon negligence or strict liability. Allied does not authorize any other person to create for it any other liability in connection with this product.*

Allied Construction Products, LLC  
3900 Kelley Avenue  
Cleveland, Ohio 44114 USA





## New Grapple Limited Warranty

### WHAT IS COVERED

Allied warrants to owners of new Allied Grapples that, for a period of twelve (12) months after delivery and placement into service by the first user, the authorized Allied Distributor in whose service area the unit is operated will repair or replace any part that fails because of defects in material or workmanship according to the following schedule:

Months	WARRANTY COVERAGE	
	Parts	Labor
0 - 12	No Charge	No Charge

### WHAT IS NOT COVERED

This warranty does not cover:

- conditions which in the reasonable judgement of Allied, arise from misuse, negligence, alteration, accident, or lack of performance of necessary maintenance;
- normal maintenance service or the replacement of service items made in connection with normal maintenance;
- claims for loss of time, inconvenience, loss of use of the product or other consequential damages, transportation cost to and from the end-user, service calls, and driving time to the end-user location.

### DISTRIBUTOR RESPONSIBILITY

- required to register the attachment when delivered to the end-user, (Demo, Rental, Sale, and Lease)
- discuss and insure the end-user understands the warranty coverage for the attachment they are purchasing, demonstrating, leasing or renting.
- mount the attachment and setup the carrier to properly operate the attachment.
- use genuine Allied parts procured through Allied Construction Products during the warranty period when performing warrantable repairs or modifications.

### OWNER RESPONSIBILITY

The owner is responsible for:

- the performance of regular maintenance service as specified in the applicable product manual;
- delivering the product or part to the Allied Distributor,

***This limited warranty is expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any non-contractual liabilities including product liabilities based upon negligence or strict liability. Allied does not authorize any other person to create for it any other liability in connection with this product.***

Allied Construction Products, LLC  
3900 Kelley Avenue  
Cleveland, Ohio 44114 USA



# Extended Hydraulic Cylinder Limited Warranty

## WHAT IS COVERED

Allied warrants to the owners of new Allied Model 2015 Waste Transfer Boom Hydraulic Cylinders, for a period of twelve (12) to sixty (60) months after delivery and placement into service by the first user, the authorized Allied Distributor in whose service area the unit is operated will repair or replace any hydraulic cylinder that fails because of defects in material or workmanship according to the following schedule:

<u>WARRANTY LIMITATIONS</u>		<u>REPAIR CHARGES TO BE PAID BY OWNERS</u>	
	<b>Months</b>	<b>Parts</b>	<b>Labor</b>
Hydraulic Cylinders	12 - 60	No Charge	100% of Distributor's Charge

## WHAT IS NOT COVERED

This warranty does not cover:

- conditions which in the reasonable judgement of *Allied*, arise from misuse, negligence, alteration, accident, or lack of performance of necessary maintenance;
- normal maintenance service or the replacement of service items made in connection with normal maintenance;
- damage due to operation with hydraulic flow, pressure or temperature in excess of levels recommended by *Allied*;
- claims for loss of time, inconvenience, loss of use of the product or other consequential damages.

## OWNER RESPONSIBILITY

The owner is responsible for:

- the performance of regular maintenance service as specified in the applicable product manuals;
- delivering the part the the *Allied* Distributor.

*This limited warranty is expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any non-contractual liabilities including product liabilities based upon negligence or strict liability. Allied does not authorize any other person to create for it any other liability in connection with this product.*

Allied Construction Products, LLC  
3900 Kelley Avenue  
Cleveland, Ohio 44114 USA

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.1. General.**
- 12.1.1. C Bids shall be for supply, delivery and installation of two (2) new pad-mounted pedestal transfer boom systems at the City's solid waste transfer station.
- 12.1.2. C City intends for the specified pad-mounted pedestal transfer boom systems to be used to load and pack municipal solid waste from the transfer station floor to solid waste transfer trailers. Equipment as bid shall be designed and manufactured according to industry standards for this intended use.
- 12.1.3. C Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to supply, deliver and install the specified equipment and otherwise complete the project.
- 12.1.4. C Jobsite is at the following location:  
City of Franklin Solid Waste Transfer Station  
411 Century Court  
Franklin, Tennessee 37064
- 12.1.5. C A City of Franklin permit is required (only of the successful bidder, not all bidders) for this project. (Application for permit shall be made to the City of Franklin Building and Neighborhood Services Department, 109 3<sup>rd</sup> Ave. South, City Hall Suite 110, Franklin, TN 37064. The permit fee shall be waived.)
- 12.1.6. C Plans stamped by a professional engineer are not required for this project.
- 12.1.7. C The bidder is responsible for making any measurements required to prepare a bid.
- 12.1.8. C Vendor shall indicate on the Bid Submittal Form the estimated time of completion of the project, measured in number of calendar days after receipt of order.
- 12.1.9. C Vendor specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 12.1.10. C Installer is responsible for having all underground utilities and any underground irrigation located at the jobsite.
- 12.1.11. C The following information shall be furnished by the bidder along with the submitted bid: Manufacturer's literature and data, to include, if available, shop drawings and specifications, as well as installation drawings and specifications, for all installed products, equipment and accessories.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.1.12. C Vendor shall include unloading or offloading and deposit of all deliverables at the jobsite.
- 12.1.13. C Vendor shall provide any labor and equipment necessary to unload or offload all deliverables in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 12.1.14. C Except by prior arrangement acceptable to the City, delivery shall be made between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City.
- 12.1.15. C Training by a qualified service representative shall be provided upon installation. Training shall include detailed instruction for both operator and service personnel.
- 12.1.16. C Documentation, including both operator and service manuals, warranties, detailed troubleshooting information, and any available unit-specific training videos, shall be provided upon installation.
- 12.1.17. C Warranty for equipment except hydraulic cylinders:
- 12.1.17.1. C Bid pricing shall include manufacturer's standard warranty, to be for a minimum of one (1) year, for all installed products, equipment and accessories, except hydraulic cylinders.
- 12.1.17.2. C Bidder shall supply a description of the manufacturer's standard warranty except for hydraulic cylinders along with the Bid Submittal Form.
- 12.1.17.3. C Bidder shall indicate duration of manufacturer's standard warranty except for hydraulic cylinders as bid on the Bid Submittal Form.
- 12.1.18. C Warranty for hydraulic cylinders:
- 12.1.18.1. C Bid pricing shall include manufacturer's standard warranty for hydraulic cylinders, to be for a minimum of five (5) years, and to be for 100% coverage.
- 12.1.18.2. C Bidder shall supply a description of the manufacturer's standard warranty for hydraulic cylinders along with the Bid Submittal Form.
- 12.1.18.3. C Bidder shall indicate duration of manufacturer's standard warranty for hydraulic cylinders as bid on the Bid Submittal Form.
- 12.1.19. C Guarantee of installation:
- 12.1.19.1. C Bid pricing shall include installer's standard guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

- 12.1.19.2. C Bidder shall supply a description of the installer's standard guarantee along with the Bid Submittal Form.
- 12.1.19.3. C Bidder shall indicate duration of installer's standard guarantee as bid on the Bid Submittal Form.
- 12.1.20. Insurance requirements:
- 12.1.20.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Installation Floater	Total insurable property value of installed equipment at value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

- 12.1.20.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.
- 12.1.20.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.1.20.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
- 12.2. C **Manufacturers / Products.**
- 12.2.1. C Crane and/or pedestal boom system equipment and accessories shall be of robust, heavy duty construction and the product of a manufacturer experienced in the design and fabrication of custom crane equipment meeting the requirements of this section. The manufacturer shall possess a minimum of 10 years' experience in the manufacturing of knuckleboom crane/pedestal boom systems for service in the waste transfer industries.
- 12.2.2. C Crane and/or pedestal boom equipment and accessories shall be new and of a current series/model with proven performance in heavy industrial/municipal service. Equipment shall be furnished including all specified accessories, tools, manuals, special features, etc.
- 12.2.3. C The first named manufacturer's series/model number listed below is the Basis of Design used for the purpose of establishing level of equipment quality; robustness of equipment; and physical, functional or performance characteristics required for the knuckle boom crane system:
- 12.2.3.1. C Allied Construction Products Corporation Transfer Boom model number 2015 with Allied Hydraulic Power Unit model number 3430 (Basis of Design).
- 12.2.3.2. C Approved equal to above.
- 12.2.4. C Owner reserves the right to be the sole judge in determining the equality of an alternate crane manufacturer and/or model. Should the proposed alternate crane not be deemed equivalent to the Basis of Design manufacturer/model, the Contractor shall furnish the specified crane system at no additional cost to the Owner
- 12.2.5. C All equipment and accessory items required for complete, functioning and operating crane and/or pedestal boom systems shall be supplied by the manufacturer even though such items may not be specifically mentioned in these specifications.
- 12.2.6. C Knuckle boom crane/pedestal boom system design to comply with standard inspection requirements and current engineering practices of the heavy equipment industry relative to design, strength, quality of material, and workmanship.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.3.** C **Pedestal Boom System.**
- 12.3.1.** C General Configuration: Waste transfer pedestal boom systems shall be electrically powered, hydraulically actuated, and complete with frame, boom, base, grapple, electric motor, hydraulic system, manual control valve stand, and operators cab.
- 12.3.2.** C Layout: Waste transfer pedestal boom systems shall fit in the space provided and all portions of the crane shall have adequate clearance between the boom and/or stick and the surrounding concrete structure/pit opening as recommended by the manufacturer. Contractor shall confirm clearances throughout operating swing radius of the boom.
- 12.3.3.** C Net Lifting Capacity/Compaction Force: Provide a minimum 3,000 pounds net lifting capacity/compaction force at the stick to grapple connection pin with the boom/stick fully extended at its maximum reach in the pit opening.
- 12.3.4.** C Control Style: Provide knuckleboom cranes with local manual controls adjacent to boom swing base assembly and remote joystick controls located in the armrests of the operator's cab.
- 12.3.4.1.** \_\_\_\_\_ Local Manual Control Valve Stands: Manual valves to be two-way style hydraulic type valves with one lever on each section. Valves to be mounted on fabricated carbon steel pedestal.
- 12.3.4.1.1.** \_\_\_\_\_ Provide ESTOP (Emergency Stop) switch at manual valve stand to stop system. Also provide motor start and stop functions at manual valve stand.
- 12.3.4.1.2.** \_\_\_\_\_ Provide levers at valve stand for GRAPPLE OPEN-CLOSE, GRAPPLE WRIST IN-OUT, BOOM SWING LEFT-RIGHT, BOOM UP-DOWN, AND STICK IN-OUT.
- 12.3.4.2.** C Remote Control in Operator's Cab: Joysticks to be mounted in the armrests of operator's chair for basic boom functions including BOOM UP-DOWN, STICK IN-OUT, GRAPPLE OPEN-CLOSE, GRAPPLE ROTATE, BOOM SWING LEFT-RIGHT.
- 12.3.4.2.1.** C Joysticks shall be powered from the main electrical starter panel. Provide required cables and auxiliary junction boxes as required based on the distance between the starter panel and cab. Coordinate cable routing with the Electrical Contractor.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

- 12.3.4.2.2. C Provide controller box in operator's cab outfitted with the following buttons/indicators/functions:
- 12.3.4.2.2.1. Momentary PUMP START pushbutton to turn on main pump.
  - 12.3.4.2.2.2. Combination EMERGENCY STOP/STOP used to turn off power unit motor.
  - 12.3.4.2.2.3. HYDRAULIC PUMP RUNNING pilot light.
  - 12.3.4.2.2.4. LOW PRESSURE – filter dirty pilot light.
  - 12.3.4.2.2.5. HIGH PRESSURE pilot light.
  - 12.3.4.2.2.6. HIGH HYDRAULIC OIL TEMPERATURE pilot light.
  - 12.3.4.2.2.7. LOW HYDRAULIC OIL LEVEL pilot light.
  - 12.3.4.2.2.8. ALARM horn on joystick controller to alarm when LOW PRESSURE, HIGH PRESSURE, HIGH TEMPERATURE, or LOW LEVEL alarms are active.
- 12.3.4.2.3. C Joystick controllers shall be dual joystick type mounted in the armrests of an ergonomic operator's chair.
- 12.3.4.2.4. C Joystick Remote controls to provide for all necessary boom functions.
- 12.3.5. Pedestal Boom Configuration:
- 12.3.5.1. C Single 6.25-inch diameter boom, stick and tilt cylinders.
  - 12.3.5.2. C Dual 4.0-inch diameter swing cylinders.
  - 12.3.5.3. C Boom Section: 8 by 12 tubing with 50 ksi high strength steel.
  - 12.3.5.4. C Stick Section: 8 by 12 tubing with 50 ksi high strength steel.
  - 12.3.5.5. C Bushings: Hardened steel.
  - 12.3.5.6. C Frame and base shall be designed and fabricated with steel reinforcement to withstand the maximum stress normally imposed in heavy-duty solid waste transfer boom operations.
  - 12.3.5.7. C Boom swing base assembly shall be capable of not less than 180 degrees rotation on its mast.
- 12.3.6. C Boom/Stick Reach/Fabrication: Crane/pedestal boom to be configured with a straight articulating boom possessing a minimum horizontal reach of 20 feet (from swing pivot point to grapple connection pin) with a maximum vertical grapple reach below the tipping floor of 12 feet. Boom to be heavy-duty, all-welded steel construction, with replaceable bushings.



# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

- 12.3.7. C Grapple: Furnish boom with flat bottom style, solid waste type grapple with wristing cylinder and compaction plate, of all-welded steel construction and specifically designed for picking and compacting municipal refuse. The minimum volume of the grapple shall be 0.33 cubic yard. Hoses and fittings shall be extra heavy duty rated and shall be suitably protected from snagging and breaking due to interaction with refuse during handling operations by fabricated carbon steel plates and shapes. Grapple shall be rotatable on stick by means of hydraulic motor driver to achieve 360-degree continuous rotation.
- 12.3.8. C Cylinder Style/Type: Pedestal boom and grapple shall be actuated by double-acting hydraulic cylinders with chrome-plated piston rods. Provide ample hydraulic circuit and reservoir capacity for sustained operation cycles without overheating.
- 12.3.9. C Baseplate: Pedestal boom swing base assembly integrally mounted to an adequately sized steel base plate. Baseplate holes to be precisely located for anchor bolts.
- 12.3.10. C Anchoring of Equipment: Pedestal boom manufacturer to provide information to Contractor identifying the number, type, size, material of construction, and minimum rated tensile strength of the crane base to pedestal anchoring system. Manufacturer to likewise identify to Contractor information regarding all mounting hardware and/or anchor bolts necessary to securely mount the hydraulic power units, local control stand and cabs. Anchoring system for the crane swing base assembly to concrete slab shall be high tensile strength carbon steel. Anchor bolts and fasteners for crane accessory items (i.e. local control valve stands and hydraulic power skids) shall be Type 304 stainless steel.
- 12.3.11. C Equipment Finish Coatings: Exposed ferrous metal surfaces of the crane and all related items shall be surface prepared per SSPC SP6. Primer coat to consist of one coating with anticorrosive, rust-inhibitive primer to 1.2 mils minimum dry film thickness. Painting to consist of alkyd enamel (water reducible) coating system with not less than 2 minimum coats applied for a total dry film thickness of 2.5 mils minimum.
- 12.3.12. C Hoses: Hydraulic fluid conveying hoses shall be as follows:
- 12.3.12.1. C Hoses to be heavy duty and wear-resistant.
- 12.3.12.2. C Pressure rating of hoses in various services to be as follows:
- 12.3.12.2.1. C Pressure Hose: 3,000 psi minimum rating.
- 12.3.12.2.2. C Return Hose: 1,000 psi minimum rating.
- 12.3.12.2.3. C Load Sense Hose: 5,000 psi minimum rating.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.3.12.2.4. C Boom and Stick Functions: 3,000 psi minimum rating.
- 12.3.12.2.5. C Swing and Grapple Functions: 3,000 psi minimum rating.
- 12.3.12.2.6. C Supports and/or encasements for hydraulic lines strategically placed and generously reinforced to protect lines from damage between the connections to the cylinders and the remote-located hydraulic system.
- 12.3.13. Automatic Lubrication System:
- 12.3.13.1. C Manufacturer's system designed to properly lubricate all boom bearing, pivot joints, and cylinder mounting pin joints except for swing cylinder rod eyes.
- 12.3.13.2. C Lubrication system tubing, hoses and fittings shall be heavy duty rated and suitably protected from snagging and breaking due to interaction with refuse during handling operations.
- 12.3.13.3. C Lube system components to be manufactured by Lincoln Industrial with timer controlled, 110 volts AC lube pump and Lincoln SSV divider valves.
- 12.3.14. Hydraulic Power Units: Hydraulic Power unit shall incorporate the following design/performance/features:
- 12.3.14.1. C Electric Motor: 30 HP, TEFC, 1.15 service factor, 1,800 rpm speed.
- 12.3.14.2. C Electric motor driven, variable displacement, pressure compensated, load sensing hydraulic piston pump.
- 12.3.14.3. C Hydraulic System: Minimum 2,000 psi operating pressure. Each system shall have a minimum of one high pressure filter; one return-line filter; fluid level and low level shutoff gauges; and hydraulic tank.
- 12.3.14.4. C Maximum Flow: 34 gpm.
- 12.3.14.5. C System Pressure: Maximum 3,000 psi.
- 12.3.14.6. C Reservoir Capacity: 55 gallons.
- 12.3.14.7. C Oil Immersion Heater: 2 kW with thermostatic control.
- 12.3.14.8. C Pressure and return oil filters.
- 12.3.14.9. C Air breather filtration.
- 12.3.14.10. C Oil level sight gauge/temperature gauge.
- 12.3.14.11. C Hydraulic Monitor Switches/Circuits: LOW OIL LEVEL, HIGH OIL TEMPERATURE, HIGH PRESSURE OIL-FILTER DIRTY, RETURN OIL-FILTER DIRTY switches.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

- 12.3.15. Electric Control Panel: Power pack control panel to meet the following requirements:
- 12.3.15.1. C Provide starter panel in accordance and listed to UL 508A bearing the mark "Listed Enclosed Industrial Control Panel".
- 12.3.15.2. C Panel shall accept a single 208VAC 3-phase power feed.
- 12.3.15.3. C Panel to include a combination motor starter with fused protection.
- 12.3.15.4. C 208-volt, 3-phase, 60-Hz starter with overload protection.
- 12.3.15.5. C NEMA 4 enclosure with "through-the-door" disconnect.
- 12.3.15.6. C START and STOP pushbuttons for Hydraulic Motor.
- 12.3.15.7. C Contactor and fusing for 208V immersion heater.
- 12.3.15.8. C Contactor and fusing for 208V oil cooler.
- 12.3.15.9. C ELAPSED TIME meter mounted in door.
- 12.3.15.10. C Starter panel mounted and wired to power unit.
- 12.3.15.11. C Panel LED pilot lights for local display of the following:
- 12.3.15.11.1. C HYDRAULIC MOTOR-RUNNING (Green).
- 12.3.15.11.2. C HIGH PRESSURE/FILTER-DIRTY (Red).
- 12.3.15.11.3. C RETURN OIL-FILTER DIRTY (Red).
- 12.3.15.11.4. C HYDRAULIC FLUID-HIGH TEMPERATURE (Red).
- 12.3.15.11.5. C HYDRAULIC FLUID-LOW LEVEL (Red).
- 12.3.16. C Electrical: Contractor to provide all electrical components necessary to connect the power units to the power supply and to the cranes.
- 12.3.17. C Code Compliance: Crane/pedestal boom system shall be constructed to comply with all local, State of Tennessee and Federal safety requirements.
- 12.3.18. Operators Cabs:
- 12.3.18.1. C EHC (Electro-Hydraulic Control) Operators Stations.
- 12.3.18.2. C All steel control cab, 38"x60"x60"H.
- 12.3.18.3. C 1" Sound suppression package.
- 12.3.18.4. C All weather seals.
- 12.3.18.5. C All steel floor with non-skid coating.
- 12.3.18.6. C Paint is standard white.
- 12.3.18.7. C 220 V A/C / Heater mounted at rear of cab.
- 12.3.18.8. C Ergonomic operator's chair, w/ joysticks mounted in armrests.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-029

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- 12.3.18.9. C Control system junction box.
- 12.4. **Installation:**
- 12.4.1. C The Contractor shall install the knuckleboom crane/pedestal boom system, power units, controls, and all associated electrical, mechanical, and hydraulic equipment in accordance with the manufacturer's written instructions.
- 12.4.2. C Crane/pedestal boom system anchor bolts shall be cast in-place. Carefully coordinate bolt patten and anchor bolt requirements with manufacturer.
- 12.4.3. C Mount the power units in the locations as shown on the Drawings in accordance with the crane manufacturer's recommendations. Install anchor bolts and grout and/or equipment pads according to manufacturer's recommendations.
- 12.5. **Maintenance services:**
- 12.5.1. C Successful bidder shall supply and deliver to the City of Franklin specified ongoing maintenance services for the installed equipment purchased pursuant to this solicitation for as long as that equipment is owned by the City, provided that (a) during the first 60 months of service, there shall be no obligation for the City to continue from one month to the next other than issuance by the City of a minimum 30-day notice of intent to discontinue, and (b) after the first 60 months of service, there shall be no obligation for either party to continue from one month to the next other than issuance by either party of a minimum 30-day notice of intent to discontinue.
- 12.5.2. C Maintenance services shall be as recommended by the manufacturer.
- 12.5.3. C During the warranty period, maintenance services other than those to be performed by the operator shall be performed only by a certified dealer of the manufacturer.
- 12.5.4. C Service call onsite response time, maximum: 24 hours for diagnosis to determine problem.
- 12.5.5. C Any parts needed for repairs that must be shipped shall be shipped overnight to the jobsite, FOB destination, freight prepaid and added.



REFERENCES:

1) Hillsborough County NW Transfer  
8001 W. Linebaugh Ave.  
Tampa, FL 33625  
Contact: Jonathan Castro  
Phone: 813.264.3899 ext. 42837  
[castrojo@hillsboroughcounty.org](mailto:castrojo@hillsboroughcounty.org)

2) Detroit Renewable  
5700 Russell Street  
Detroit, MI 48211  
Contact: Eric Miller  
Phone: 603.431.0816  
[emiller@detroitrenewable.com](mailto:emiller@detroitrenewable.com)

3) Lankford Resources  
152 Lime Kiln Road  
Burns, TN 37029  
Contact: Kerry Lankford  
Phone: 615.446.7627

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin  
Attn: Purchasing Manager  
Re: City of Franklin Purchasing Office Solicitation No. \_\_\_\_\_  
109 Third Ave. South  
P.O. Box 305  
Franklin, TN 37065-0305  
FAX: 615/550-0079  
E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

In the case of Vendor:

Scott Equipment Company  
Gary Williams, Sales Rep.  
2015\_029  
1231 Bridgestone Pkwy.  
Lawrence, TN 37084  
855.495.2580 Fax  
gwilliams@scottcompanies.com

## Standard Procurement Terms and Conditions

### City of Franklin, Tennessee

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5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

## Standard Procurement Terms and Conditions

### City of Franklin, Tennessee

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11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30<sup>th</sup> calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.



## Standard Procurement Terms and Conditions City of Franklin, Tennessee

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16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
  
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
  
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
  
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

**Affidavit of Title VI Compliance**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

State of Tennessee )  
County of Rutherford ) SS  
Affiant, Bobby Cyrus, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Branch V.P. of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Scott Equipment Company, L.L.C.  
(legal name of entity submitting bid or proposal)

- the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
  3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
  4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
  5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
  6. This Affidavit is made on personal knowledge.

Bobby Cyrus  
(signature of Affiant)

Branch V.P.  
(title of Affiant)

Sworn and subscribed to before me this 8<sup>th</sup> day of April, 2015



Melody Rae Chatwood  
(Notary Public)

My Commission Expires May 20, 2017

# Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the  
**City of Franklin, Tennessee**

State of Tennessee )  
County of Rutherford ) SS

Affiant, Bobby Cyrus,  
(printed name of person signing Affidavit), deposes and makes oath that:

1. He or she is the Branch V.P. of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Scott Equipment Company, L.L.C.  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;


- The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
- Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
- The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
- He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Bobby Cyrus  
(signature of Affiant)

Branch V.P.  
(title of Affiant)

Sworn and subscribed to before me this 8<sup>th</sup> day of April, 2015

Melody Mae Chatwood  
(Notary Public)



My Commission Expires: May 20, 2017

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-029)

**Affidavit of Drug-Free Workplace**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

State of Tennessee )  
County of Rutherford ) SS

Affiant, Bobby Cyrus, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Branch V.P. of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Scott Equipment Company, L.L.C.  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

Bobby Cyrus  
(signature of Affiant)

Branch V.P.  
(title of Affiant)

Sworn and subscribed to before me this 8<sup>th</sup> day of April, 2015

Melody Rae Chatwood  
(Notary Public)

My Commission Expires: May 20, 2017



# PTB System™

Allied's Pedestal Transfer Boom System for Waste Transfer Stations



# Allied PT

## The best way to increase tonnage



Allied Construction Products, LLC has developed a new Pedestal Transfer Boom System specifically for the waste transfer industry. It offers consistent reliability and high productivity for lowering waste handling costs. And, it's backed by decades of Allied experience in designing and building Pedestal Transfer Boom Systems for other demanding applications.

**Flexibility and safety.** This hydraulically-powered system works like a mechanical arm with either 180° or 270° swing rotation for the widest possible working range.

It allows the operator to transfer, sort and compact solid wastes quickly and precisely (either on the station floor or inside a trailer) all with the same piece of equipment.

The Pedestal Transfer Boom System is operated by remote control through a separate console, so the operator can keep a safe distance from the work area.

**Load a trailer in minutes.** A grapple attachment lets the operator transfer waste to the shredder, compactor or trailer. The operator can also use it to set aside large items for special handling. The system's high speed and capacity make it easy to load a trailer quickly often in as little as three minutes. Contact Factory for availability of other custom grapples.

**Full loads every time.** Just think what a 30% increase in load factors could do for the bottom line. An optional compaction plate makes that possible by packing more

waste into fewer trailers. And, that can cut transfer costs such as fuel and wear and tear on vehicles significantly.

### **Economical operation.**

System can also save money over the costs to own and operate other types of equipment used to transfer refuse. For example, many companies use large loaders or excavators, which can be more expensive to operate and maintain. Allied's Pedestal Transfer Boom System is powered by an electric motor for economical operation and maintenance can be done in-house.

# B System™

Save and reduce costs – the Allied way.

**Exceptional reach and flexibility.** The transfer boom can rotate either 185°, 190° or up to 300° permitting the widest possible working range. The transfer boom's reach can be customized with boom lengths ranging from 20 feet to 40 feet.

**Engineered for the waste transfer industry.** The transfer boom and dipper stick are made of structural grade rectangular tubing with heavy reinforcements. The system is designed to handle heavy loads without stress damage.

**Operator-friendly.** Tailor your operation to provide safety and ergonomically correct, remotely-located, joystick controls for your station operator. Save even more money by providing your loader operator with the ability to control the boom and grapple right from the loader cab with a durable radio remote control transmitter.

**Ease of maintenance.** Maintenance is made easier with the new Allied PBAS and PPS Series booms. Accessible, raised swing cylinders provide greater mechanical advantage and easier access for servicing.



# Allied PTB System™

## Transfer Booms

Model	Series	Horizontal Reach* ft. (m)	Lift Capacity lbs. (kg)	Operating Weight** lbs. (kg)	Swing Rotation	Base Dimensions in. (cm)	ABG Gapple Model
1809	PBAS	18 (5.5)	3,350 (1519)	6,825 (3095)	190°	37x48 (95x122)	30B-2
2112	PBAS	21 (6.4)	2,800 (1270)	7,300 (3310)	190°	37x48 (95x122)	30B-2
2311	PPS	23 (7.0)	7,400 (3356)	18,825 (8537)	185°	58x58(147x147)	40B-2/50B-2
2714	PPS	27 (8.2)	6,000 (2721)	19,350 (8776)	185°	58x58(147x147)	40B-2/50B-2
3217	PMS	31 (9.5)	6,100 (2770)	19,600 (8910)	300°	89 (226)	40B-2/50B-2
3922	PMS	39 (12.0)	7,000 (3180)	25,410 (11550)	300°	89 (226)	40B-2/50B-2

\* Reach of boom/arm only. Add 4 feet for ABG 30B-2, 4.5 feet for ABG 40B-2 and ABG 50B-2.

\*\* Weight of boom unit only. Add 1,544 lbs. for ABG 30B-2, 2,646 lbs. for ABG 40B-2 and 3,605 lbs. for ABG 50B-2.

## Power Units

Model	Electric Motor HP (kW)	Pump Capacity Maximum gpm (lpm)	System Pressure Maximum psi (bar)	Tank Capacity Maximum Oil Volume gal. (liters)	Length in. (cm)	Width in. (cm)	Height in. (cm)	Weight*** lbs. (kg)
3430	30 (25)	34 (130)	3,000 (210)	55 (210)	50 (127)	40 (102)	42 (107)	1,500 (680)
3450	50 (37)	34 (130)	3,000 (210)	55 (210)	50 (127)	40 (102)	42 (107)	1,750 (795)
5875	75 (58)	58 (220)	4,000 (280)	105 (400)	68 (173)	60 (152)	60 (152)	2,275 (1035)

\*\*\* Weight less oil/tank empty.

Each Allied Pedestal Transfer Boom System is custom-designed to the customer's specific requirements. Pedestal Transfer Boom Systems may be configured with transfer booms ranging from 20 feet to 40 feet in length and with a wide choice of power units. Purchasers can also choose between an open or closed center hydraulic system.

The power unit (sized to be compatible with the Pedestal Transfer Boom System) can be mounted virtually anywhere. Four models are available ranging from 30HP to 75HP.

The Allied Pedestal Transfer Boom System has been engineered to make maintenance fast and uncomplicated. For example, all transfer boom cylinders use common packings for quick and easy replacement. And, the Pedestal Transfer Boom System also features quick-disconnect test ports to simplify diagnosing and adjusting hydraulic circuits.

Allied even offers on-site service training for waste transfer company employees so most regular service and maintenance tasks can be performed by in-house personnel. All Pedestal Transfer Boom Systems are backed by Allied's warranty and our North American network of more than 150 Distributors who can provide fast and reliable on-site service.

For sales and service, contact your Allied Distributor:



3900 Kelley Avenue, Cleveland, Ohio 44114  
Tel: 216-431-2600 Fax: 216-431-2601  
e-mail: Sales@AlliedCP.com  
website: <http://www.AlliedCP.com>



# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0107)

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## Attachment No. 3

### Certificate(s) of Insurance

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
				Commercial General Liability	
				Automobile Liability	
				Workers Compensation and Employers' Liability	

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2015-0107)

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**Attachment No. 4**

Indemnification Agreement