

INVITATION FOR BID

THIS FORM MUST BE COMPLETED AND
SIGNED FOR YOUR BID TO BE CONSIDERED VALID.

Address to: Procurement Manager
City of Kingsport
225 W Center Street
Kingsport, TN 37660
Phone (423) 229-9419 or Fax (423) 224-2433

Date Issued: 1/10/21
F.O.B. Kingsport

Total Number of Pages: 10

This sealed bid in the original copy, subject to the terms and conditions on the attachment, will be received by the Procurement Manager until 4:00 P.M., Eastern Time on January 27, 2021, at which time will be publicly opened in the Council Room, City Hall, 225 W. Center Street, Kingsport, Tennessee. IN THE LOWER LEFT CORNER OF YOUR ENVELOPE ADDRESSED TO ABOVE, MARK YOUR ENVELOPE "72" ZERO TURN FINISHING MOWER" AND DATE OF THE BID OPENING.

READ TERMS AND CONDITIONS BEFORE COMPLETING THIS FORM

Item	Quantity	U/I	Description	Unit Price	Total Price
01	1	EA	72" ZERO TURN FINISHING MOWER AS PER ATTACHED SPECIFICATIONS		
02	1	EA	TRADE IN ALLOWANCE VEHICLE # 2006 BRAND/MODEL _____		
			<p>Delivery Terms:</p> <ol style="list-style-type: none"> 1. Delivery no later than _____ business days after acceptance of order which shall be defined as purchase order date. 2. The Fleet Maintenance Department will complete vehicle inspection to insure compliance with specifications within ___10___ business days after delivery. 3. If deficiencies are identified upon inspection, the time frame allowed for vendor to correct deficiencies and return vehicle/equipment to the Fleet Maintenance Department will be __15__ business days after notified by the Fleet Manager. 		

Liquidated Damages:

As actual damages for any delays in delivery of the vehicles/equipment which the bidder is required to perform as per this bid document are difficult to determine, the Bidder shall be liable for and shall pay to the Owner the sum of Fifty Dollars (\$50.00) as fixed, agreed and liquidated damages for each business day of delay per purchase order and not per unit from the number of days stipulated for delivery and for deficiency correction

In compliance with this Invitation for Bid and subject to all conditions thereof, the undersigned agrees, if this bid is accepted within 60 days from the date of the opening, to furnish all of the material/service upon which prices are quoted, delivered at the designated point(s) within the time specified.

- (A) Terms: NET
- (B) Delivery/Job completion within _____ days after notification.
- (C) Specification/Letter of explanation enclosed: YES () NO ()

Handwritten Signature of Authorized Representative

Name of Firm

Date

THIS FORM MUST BE SIGNED TO BE CONSIDERED COMPLETE

****Note: Terms and conditions have been updated, please make sure to fill out the section under conflict of interest and submit with the quote**

TERMS AND CONDITIONS

1. Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Each bid will be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Telephone bids or fax bids will not be accepted. Unless otherwise stated by the City, no bidder may withdraw his bid within a period of sixty (60) days after the date set for the opening of bids.
2. If prices are quoted FOB Kingsport, TN., delivery to City of Kingsport locations shall be without additional charge.
3. Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Procurement Manager. An interpretation of the documents will be made only by addendum issued by the Procurement Manager to each firm to whom an invitation was forwarded. The City will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.
4. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent.
5. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.
6. Taxes. The City is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.
7. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
8. Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form.
9. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.
10. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract, whichever is the later date.
11. Charges for boxing or cartage will not be allowed unless previously agreed upon.
12. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
13. Bidder agrees to defend and save City of Kingsport from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
14. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail.
15. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
16. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
17. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.
18. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.
19. The City, in accordance with its governing directives, reserves the right to reject any and all bids, to waive any informality or irregularities in bids and unless otherwise specified by the bidder, to accept any item.
20. This Bid includes an option to allow the City of Kingsport the right to purchase additional vehicles/equipment. The City's use of this option will be dependent upon the price offered by the vendor and the availability of funding. The City may exercise this option clause for a period of twelve (12) months after the award of the Bid. The City is aware that costs may increase for vehicle/equipment manufacture and delivery, and therefore a price adjustment for unit cost may be negotiated between the two parties. Documentation of cost increase is to be provided to the City by the Awarded Bidder as requested.
21. The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

22 CONFLICT OF INTEREST:

- a) No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
- b) No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- c) The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
- d) Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? _____ Yes _____ No
If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member _____
- e) Are you or any officers/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? _____ Yes _____ No
If you answered yes please state the name of the employee or board member _____
- f) By submission of this bid, the vendor is certifying that no conflicts of interest exist.

23 DRUG FREE WORKPLACE REQUIREMENTS:

- a) Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

24 ELIGIBILITY:

- a) The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

25 GENERAL:

- a) Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
- b) Such offer is genuine and is not a collusive or sham offer.

26 IRAN DIVESTMENT ACT:

- a) Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

27 NON-COLLUSION:

- a) Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
- b) The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

28 BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

- a) In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

GENERAL PROVISIONS

1. The unit and associated equipment shall be furnished complete and in readiness for use.
2. Special Awarding Criteria. While the purpose of the bid document is to indicate certain minimum requirements, its use is not intended to relieve the City of all responsibility in making a selection which is the most suitable for the City's service.

Although proposals may be received based on the minimum requirements indicated, it is not intended that this alone shall limit the award but other factors will be considered, including the experience of the City and others.

3. Unless the capabilities of the equipment, which the Vendor bids, is known to the City, bidder agrees to provide a model within reasonable distance of the City of Kingsport, for evaluation purposes at no expense to the City of Kingsport.
4. Trade-in. Vendors are requested to consider a trade-in allowance for the following: City Vehicle # 2006 – 2011 61” Zero Turn Scag Mower. Vendor is to contact Steve Hightower, Fleet Manager (423-224-2434) to arrange an appointment to inspect this vehicle. The City reserves the right to accept or reject any trade-in allowance.
5. OPTIONAL EQUIPMENT. Optional Equipment selection will be at the discretion of the City.
6. Specifications. SEE: Vehicle Specifications – 5 (five) pages.
7. Bidder is requested to fill out the Bid Form and attach a completed copy of the specifications (Pages 1-10) to the Bid Form.
8. Any additions, deletions, variations from attached specifications must be noted. Any items appearing in manufacturer's regular published specifications furnished by bidder are assumed to be included in the "Bidder's Proposal".
9. At time of delivery to the City of Kingsport, vehicle must meet or exceed all federal, state, and local health, safety, lighting and noise standards.
10. At time of delivery to the City of Kingsport, vehicle must meet or exceed all existing DOT regulations and US EPA emission standards that are applicable to this type vehicle.

ZERO TURN COMMERCIAL GRADE MOWER - 72" DECK - GASOLINE POWERED



The unit to be furnished under this proposal shall be a gasoline powered, commercial grade, zero turn mower with 72" mowing deck. The unit shall be manufactured according to the following minimum specifications and shall be suitable for use in municipal service operations. This unit(s) shall be delivered complete and ready for service.

Compliance with the specifications shall be so noted in the yes or no columns designated. Any addition, deletion, or variation from the following specifications shall be so stated in the space provided. These specifications shall be construed as minimum; however, all exceptions will be weighed carefully against the needs, experiences, and resources of the City of Kingsport. These specifications also require the bidder furnish descriptive literature, complete specifications, and all other technical data on the equipment as proposed by the perspective bidder. Failure to comply with these conditions will deem the bidder as non-responsive.

	Minimum Specifications	<u>Bidder Complies</u> Yes	<u>Bidder Complies</u> No	Exception
1.0	MOWER TYPE			
1	Zero Turn Mower - Commercial Grade			
2.0	LENGTH			
1	90 inches			
3.0	STEERING- LEVERS			
1	Twin lever, dampened steering controls			
2	Steering levers independently adjustable			
3	Automatic return to neutral when released			
4.0	GASOLINE EQUIPPED ENGINE			
1	Cast Iron Block, Air Cooled, Twin Cylinder 747cc			
2	26 HP or greater/ Kawasaki/ Carbureted			
3	Remote Mount Spin On Oil Filter			
4	Auxiliary Oil Cooler			
5.0	DRIVE			
1	Hydrostatic Drive capable of 10 MPH			
2	(2) 16cc Hydraulic Pumps			
3	14.5 Cubic Inch Wheel Motors			

ZERO TURN COMMERCIAL GRADE MOWER - 72" DECK - GASOLINE POWERED

	Minimum Specifications	<u>Bidder Complies</u> Yes	<u>Bidder Complies</u> No	Exception
6.0	IGNITION SYSTEM			
1	Solid State			
7.0	HYDRAULICS			
1	10 Micron Filtration System			
2	Closed Loop System			
8.0	BRAKES			
1	Operational Braking Controlled by Levers			
2	Parking - Standard Disc Brake			
9.0	SAFETY GROUP			
1	Foot Actuated Engine Kill Switch			
2	Blade/ Clutch Safety Switch			
3	Roll Over Protection Bar			
4	Seat Belt			
5	Roll-bar Mounted LED - CODE 3 Model #XT402AA light			
6	LED Light Ignition Switched			
7	Circuit protection- inline weather proof fuse - 3 amp			
10.0	FUEL TANK			
1	7.5 Gallon			
2	Rear Center Mounted			
3	Additional two tanks to be provided per unit			
11.0	ELECTRICAL			
1	Alternator (15 amps)			
2	12 Volt Battery (350 CCA)			
3	Corrosion Resistant Coating on Battery Terminals			
4	12 Volt Electrical System			

ZERO TURN COMMERCIAL GRADE MOWER - 72" DECK - GASOLINE POWERED

	Specifications	<u>Bidder Complies</u> Yes	<u>Bidder Complies</u> No	Exception
12.0	FRAME			
1	Double tube steel main frame construction			
13.0	WHEELS			
1	Front - Steel - Caster Type			
2	Rear - Steel Wheels			
14.0	TIRES- TUBELESS			
1	Front - 13 x 6½ x 6 semi pneumatic, smooth tread flotation			
2	Rear - 24 x 12 x 12 cross tread flotation			
15.0	AXLES			
1	1 inch diameter			
16.0	INSTRUMENT PANEL			
1	Standard			
2	Ammeter			
3	Hour Meter			
4	Temperature Gauge			
5	Key Switch			
6	Throttle Control			
7	Fuse Box			
8	Shifter Quadrant			
17.0	DECK LIFT SYSTEM			
1	Standard lift system package			
18.0	CUTTER DECK			
1	72" - Drive Shaft/Gearbox Driven - Three (3) Blades			
2	Deck Top - 10 Gauge Steel			

ZERO TURN COMMERCIAL GRADE MOWER - 72" DECK - GASOLINE POWERED

	Specifications	<u>Bidder Complies</u> Yes	<u>Bidder Complies</u> No	Exception
3	Deck Sides - 7 Gauge Steel			
4	Steel Reinforced Deck			
5	Cutting Heights from 1"- 6" (¼" Increments)			
6	Spindles Shafts - 1½"			
7	Self Adjusting Belt Tensioner			
8	Anti scalp - 7 wheels or rollers			
9	Bearing Housings - Steel or Cast Iron			
10	Steel Pulleys			
11	Grease Fittings			
12	Tapered Roller Bearings			
19.0	COLOR			
1	Manufacturer's standard color			
2	Standard			
20.0	OPTION A			
1				
20.0	MISCELLANEOUS INFORMATION REQUIRED	Vendor shall supply the following information in the space provided on the unit proposed		
	Location (City, State) of Manufacturer	Location (City, State) of Dealership	Percentage of Import/ Domestic Content	Anticipated Fuel Economy of Unit in estimated Miles Per Gallon City and Highway

ZERO TURN COMMERCIAL GRADE MOWER - 72" DECK - GASOLINE POWERED

ELECTRICAL REQUIREMENTS:

1. The electrical requirements under this section shall be required for the chassis, body, equipment, or any other attachments or components utilized in a final product delivered to the City of Kingsport.
2. Battery terminals shall be protected with a corrosion resistant battery terminal coating.
3. All wiring shall be color coded and numbered for ease of maintenance and shall be of a minimum GXL specification unless otherwise specified or utilized by the chassis OEM.
4. All circuits of the completed unit(s) shall be circuit breaker or fuse protected of the appropriate amperage and capacity of the circuit load.
5. Convenient access shall be provided for all electrical circuits, controls, and wiring.
6. All wiring of the completed unit(s) shall conform to Original Equipment Manufacturer's and the Society of Automotive Engineers (SAE) requirements and installation procedures.
7. NOTE: "Scotchlocks" or other pierced or piercing type wire connectors on any connection (chassis or body) shall not be accepted.
8. Twist lock and/ or twist wire nut type connectors shall not be accepted.
9. All connectors or connections shall be weather proof and corrosion resistant in design, manufacture and use regardless of location or component operated.
10. All terminated wiring or looms shall be capped or sealed with heat shrink or weatherproof protection.
11. Electrical tape wrapped around a terminal or connection shall not be considered as weatherproof.
12. All wiring shall be enclosed in a non-metallic loom and secured in place utilizing metal style, vinyl or rubber coated clamps with screws or bolts and shall be no further than 18" apart.
13. Adhesive backed retaining pads with cable ties, plastic or nylon, or stud mounted cable ties will not be accepted.
14. Adhesive backed mounted components of any type will not be accepted unless strictly supplied by the OEM chassis manufacturer.
15. Unguarded exposed wiring or harness's on any piece of equipment will not be accepted.
16. Any penetration of wiring or loom through any metal points or other materials shall have protective rubber grommets installed in such opening.

DELIVERY:

1. Unit(s) shall be delivered complete with all provided options installed and a full tank of fuel.
2. The Diesel Exhaust Fluid tank shall be full if applicable to the unit(s).
3. Unit(s) shall be delivered complete with NO dealer advertising logos affixed to the interior or exterior, to include mud-flaps, of the unit(s) prior to delivery.
4. Delivered unit(s) shall come with all required paperwork to complete the purchase and registration process and shall include at a minimum:
 - a. Invoice
 - b. Mileage Statement (if applicable)
 - c. Manufacturer's Statement of Origin (MSO)(if applicable).
5. Delivery acceptance of unit(s) may be refused if any part of the awarded specifications are not maintained.
6. Delivery acceptance of unit(s) may be refused if any device, feature or system is deemed as unsafe to the operator and/or the general public as determined by the City of Kingsport's knowledge or experience.
7. Delivered unit(s) are required to complete an acceptance inspection (school buses will require the additional State of Tennessee inspection) and shall be inspected against awarded specifications as a total unit, irregardless of multiple manufacturer contributions to the completed elements of the unit(s), before acceptance is granted.
8. Bidder misunderstanding and/or misinterpretation which results in an unsatisfactory bid or final delivered product is not the responsibility of the City of Kingsport.
9. The City of Kingsport shall have the sole interpretation of the bid requirements and shall have final determination whether submitted bids and/or the final product delivered satisfy the requirements of the bid.
10. All awarded bids shall be subject to final inspection of the unit(s) ordered by the Fleet Manager, or designee, and must be compliant with all bid requirements prior to acceptance of the unit(s) and final payment.
11. Any non-compliant unit(s) must be made compliant at the expense of the awarded bidder and within a reasonable time frame, as determined by the City of Kingsport.
12. Misinterpretation of the specifications by the vendor or failure to supply the appropriately equipped unit(s) specified or intended, based on the City of Kingsport's interpretation, shall be corrected to the benefit of the City of Kingsport by the awarded bidder at the bidders expense.
13. In all cases the City of Kingsport's interpretation and definition of unit(s) specifications and requirements shall be the final determination of a successful final inspection and compliance with awarded specifications before unit acceptance will be granted.
14. Failure to provide the requested documentation upon delivery shall be considered as non-compliance to awarded specifications and allows the City of Kingsport the right to refuse acceptance.
15. All "Trade In" units offered by the City of Kingsport are to be considered "AS IS, WHERE IS".
16. Any trade terms offered or required by a bidder will allow the City of Kingsport to reject their bids.