

## INVITATION TO BID

Sealed Bids for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, July 16, 2020, and at that time opened in the Procurement Department located at 625 West Industry Drive. Due to the COVID-19 emergency, neither the public nor vendors will be allowed to be physically present at the bid opening. However, you may dial 423-343-9958 to participate via conference call. If the sealed bid is being delivered by a courier, it can be mailed to 225 W. Center Street, Kingsport, TN 37660. If the sealed bid is being physically brought in by a vendor the day of the bid opening, please drop it off in the bin outside of the Purchasing Department door at 625 W. Industry Drive, Kingsport, TN 37660. All bids will be considered for award or rejection at a later date.

### PROJECT: AQUATIC CENTER FURNITURE

Documents for the above referenced item are available online at <https://www.kingsporttn.gov/city-services/purchasing/>. Interested parties may also contact the Procurement Department at (423) 229-9419.

By submission of a signed proposal 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.

No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 225 W. Center St., Kingsport, TN 37660 and marked "Aquatic Center Furniture". The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive any informalities in bidding and to re-advertise.

PUB 1T: 07/01/20

Chris McCartt  
City Manager

## 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: 07/01/20  
F.O.B. Kingsport

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 July 16, 2020, at which time will be publicly opened in the Procurement Department, 625 W. Industry Drive, Kingsport, Tennessee. IN THE LOWER LEFT CORNER OF YOUR ENVELOPE ADDRESSED TO ABOVE, MARK YOUR ENVELOPE "AQUATIC CENTER FURNITURE" AND DATE OF THE BID OPENING.

### READ TERMS AND CONDITIONS BEFORE COMPLETING THIS FORM

Item	Quantity	U/I	Description	Unit Price	Total Price
01		EA	<p>AQUATIC CENTER FURNITURE AS PER ATTACHED SPECIFICATIONS OR EQUIVALENT/EQUAL.</p> <p>VENDOR IS REQUIRED TO RECORD PRICING ON THE BID FORM INCLUDED IN THIS INVITATION TO BID PACKET.</p> <p>THIS FORM MUST BE SIGNED TO BE CONSIDERED COMPLETE.</p> <p>REPRESENTATIVES OF THE CITY OF KINGSFORT WILL DETERMINE IF PRODUCTS OFFERED ARE EQUIVALENT/EQUAL TO THE ATTACHED SPECIFICATIONS.</p>		

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

## 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) 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.

**Kingsport Aquatic Center New Outdoor Pool and Administration Addition-Commercial Outdoor Pool Furniture  
Furniture List**

**BID FORM**

Item	Description	Color/Finish	QTY	Unit Price	Extended Price
PSTF34-D	Belson Premier Serenity 34 Gallon flare top Litter Receptacle with Door, Includes Liner	Gloss Window Grey	3		
TLRS3	Belson 34 Gallon Trash Receptacle Lid with Rain Shield	Gloss Window Grey	3		
GR MCHL6	National- Bahia Contract Stacking Adjustable Chaise Lounge- 29.17 lbs. each 75"L x 27"W x 12"H. 4 Position adjustable back. ASTM F 1988-99 Class B Commercial rating. Rated to 300 lbs. Recessed wheels for mobility. UV inhibitors	White	96		
2G320	Homecrest Passport Café Chair Stackable	Storm 88	48		
1948R	48" Round Mesh table Top w/ umbrella hole	Storm 88	12		
3330B	Homecrest- Café Universal Aluminum Pedestal Table Base	Storm 88	12		
33UMBP	Homecrest 24" Umbrella Base Plate H: 0.625"	Storm 88	12		
854FMA	Homecrest Market Umbrellas 9' Octagon (Canopy size) Dining/Café Height with crank lift/Auto Tilt H: 107" Matte Silver Pole Grade A Umbrella Elements Canvas	Pacific Blue	12		
CA24-ST	DM Braun- City Chairs with Arms	C241-GR07 Gray Texture	12		
	Sub Total				
	Delivery & Installation				
	Grand Total				

## 34 Gallon Powder-Coated Steel Trash Receptacles



Premier Serenity 34-gallon capacity trash receptacle. Featuring a popular vertical slat flare top design with tapered disposal opening. Engineered to ensure lasting aesthetics and performance with fully welded, powder-coated steel construction.

Receptacles are available with a choice from a variety of lid styles to maximize disposal access and properly conceal contents—security lanyard and rigid plastic liner are included. Models are available with or without an ergonomic side entry door.

### Finish Options

The state of the art finishing process used on the trash receptacle combines the application of an 'Electrocoat Zinc Rich Primer' with a durable polyester powder-coat top layer to ensure every crevice and joint is completely sealed, providing full protection against corrosion and weathering. Trash receptacles are finished in either a gloss or textured polyester powder-coat finish.



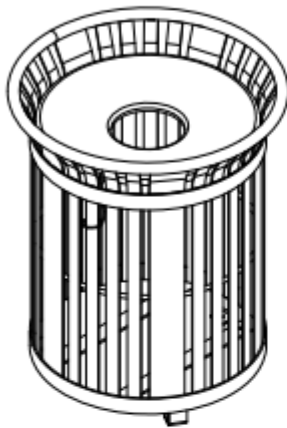
### Powder-Coated Steel Trash Receptacle | with Liner

- Receptacle with Door
- Rain Shield Lid
- Color – Window Grey

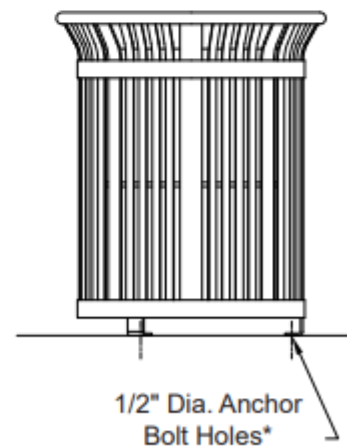
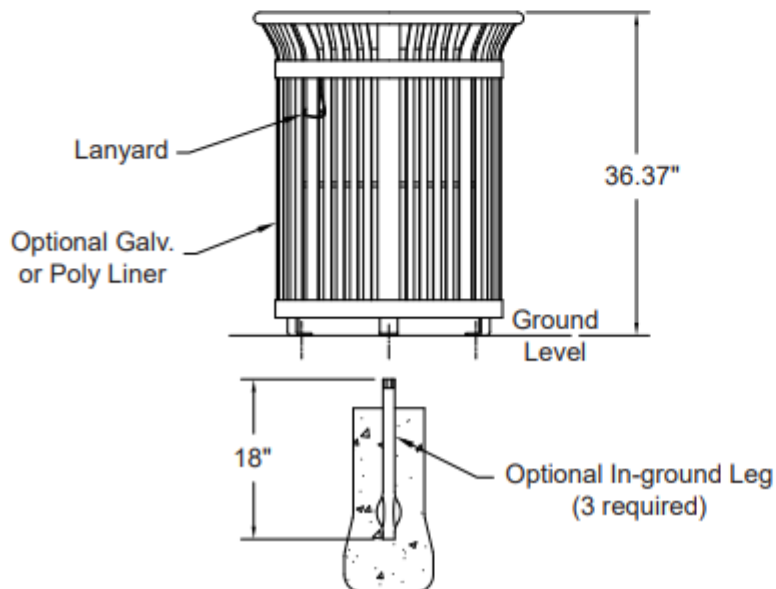
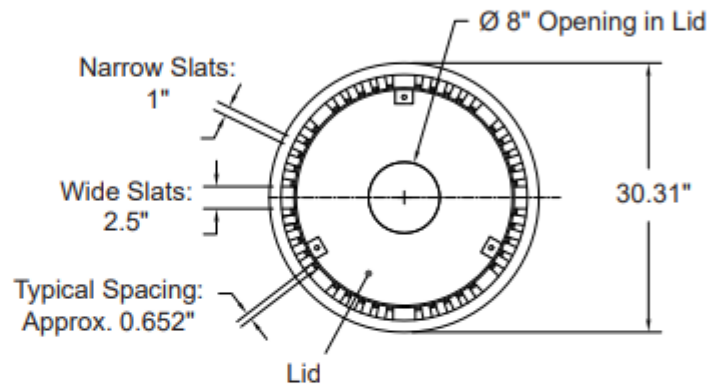
## POWDER-COATED STEEL TRASH RECEPTACLE

### MATERIAL SPECIFICATIONS:

- 11 Ga. Steel
- 3/16" x 2-1/2" Flat Bar
- 3/16" x 1" Flat Bar
- 1/2" O.D. Solid Rod
- 1.3125" O.D.x 0.083" Tubing
- 16 Ga. Galvanized Steel
- 1/4" x 2" Flat Bar



Litter Receptacle  
with Lid and Lanyard

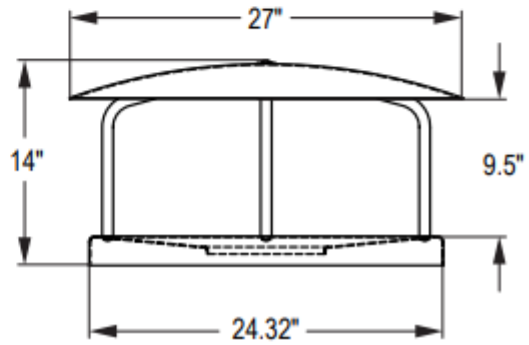
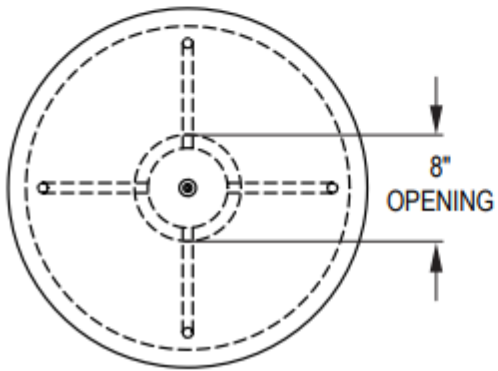
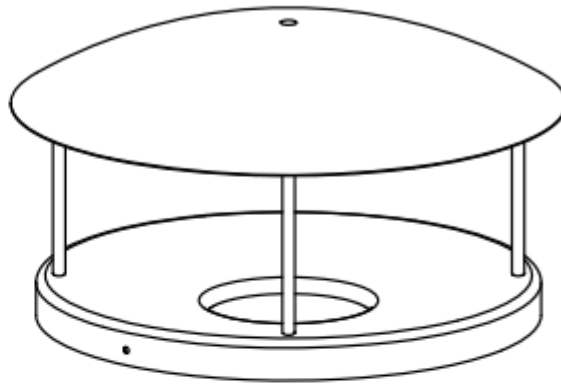


\* Note: Surface mount anchoring  
hardware no included.

## RAIN SHIELD LID | 34 OR 44 GALLON

### STEEL LID MATERIAL:

- 16 Ga. (.060" Thick) Galvanized Steel
- 3/4" O.D. Steel Tube





# Bahia Chaise Lounge Chair



Bahia Contract Stacking Adjustable Chaise Lounge. Packs 18.

- Master packs of (18).
- 27.50 Lbs. each.
- 75"L x 27"W x 12"H.
- Synthetic resin frame.
- 4 position adjustable back.
- ASTM F 1988-99 Class B commercial rating.
- Stacks for storage.
- Reinforced slats and frame for extra support.
- Rated to 300 lbs.
- Recessed wheels for mobility.
- UV inhibitors.
- Backs with adjustment bar must be installed to the main frame/seat of the chaise.

Color- WHITE



Safety guards prevent pinched fingers.



Recessed wheels allow easy mobility.



## Passport (Aluminum) Café Chair (Stackable)



### PRODUCT FEATURE

The Passport café chair stacks  
4-6 high!



H: 34.5" W: 23" D: 25"

Seat Ht: 18" Arm Ht: 25.5"

Finish: 88 Storm



# MESH ALUMINUM

## CAFÉ TABLES

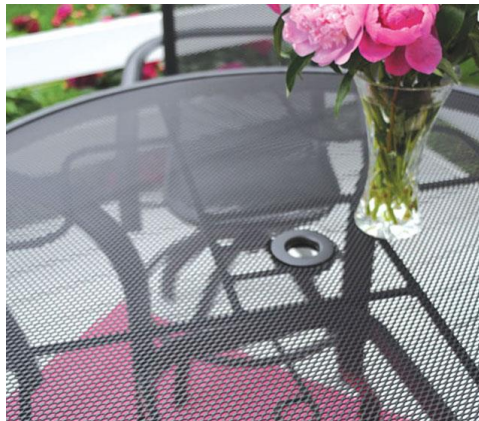
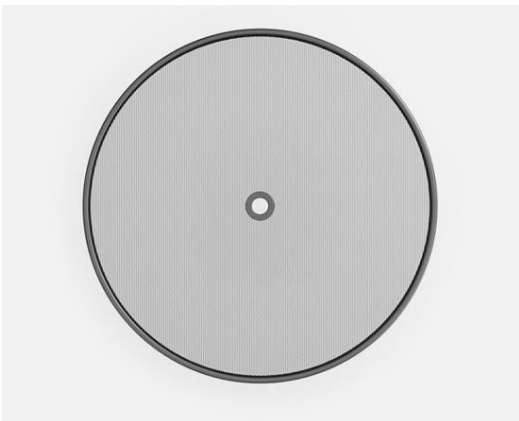


The mesh outdoor table brings low-maintenance style to your outdoor space. An aluminum mesh top allows water to drain so your table is always ready to enjoy. The aluminum, pedestal-inspired base design allows for maximum leg room. Our mesh tables feature a durable powder-coated finish and an umbrella opening.

\*This optional zinc-plate, solid-steel umbrella base plate is available in all frame finishes and integrates with the table base when using an umbrella or needing additional table weight.

Finish: 88 Storm

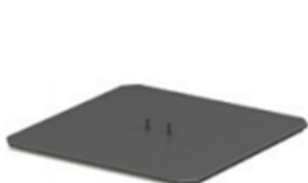
48" Table Top Only (with hole)



Aluminum Pedestal Table Base 29.25" H



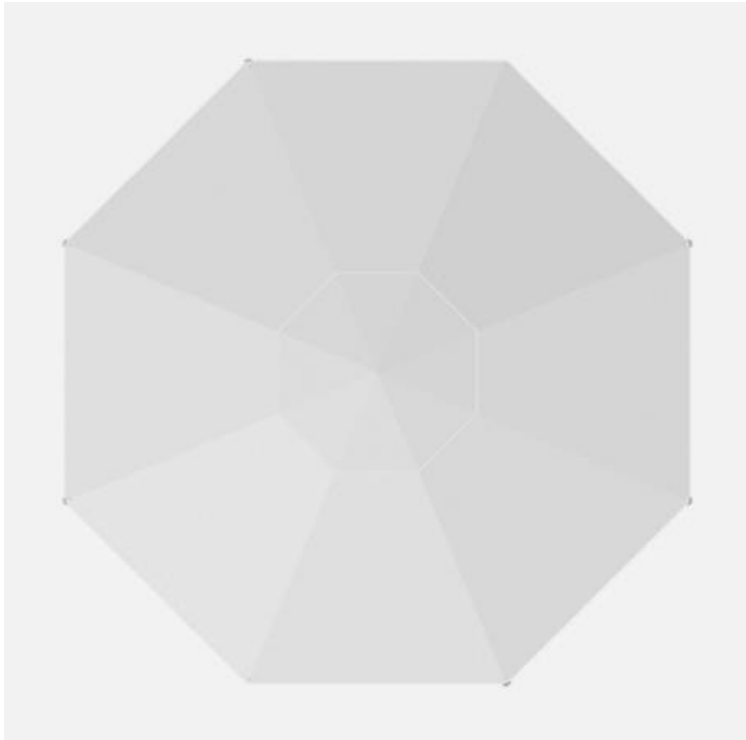
24" UMBRELLA BASE PLATE





# Market Umbrellas

## 9' Crank Lift/Auto Tilt Umbrella



9' Octagon (Canopy Size)

Dining/Café Height with Crank Lift/Auto Tilt • Ht: 107"

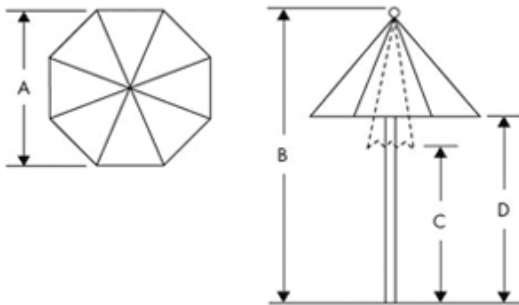
Crank Lift/Auto Tilt

- 316 stainless steel, commercial-grade, 60° tilt, crank handle and axle
- 1.5" diameter center pole with a durable 1/8" aluminum wall thickness provides incredible strength and durability
- 1/2" fiberglass ribs and struts for maximum strength and flexibility
- Stainless steel grommets attach the canopy securely to the frame
- 4-layer fabric protection and closed stitching pocket

UMBRELLA POLE COLOR SELECTIONS: Matte Silver

UMBRELLA CANOPY FABRIC: Sunbrella® Elements – Canvas Pacific Blue

A: 108" B: 107" C: 48" D: 79"



A - Diameter of umbrella when opened

B - Height of umbrella from bottom of pole to top of umbrella canopy

C - Height of umbrella from bottom of pole to bottom of umbrella canopy when closed

D - Height of umbrella from bottom of pole to bottom of umbrella canopy when opened



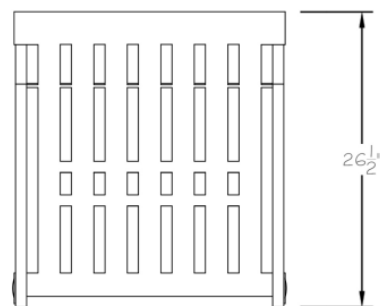
# City Series Chair

25" x 26" x 34" high

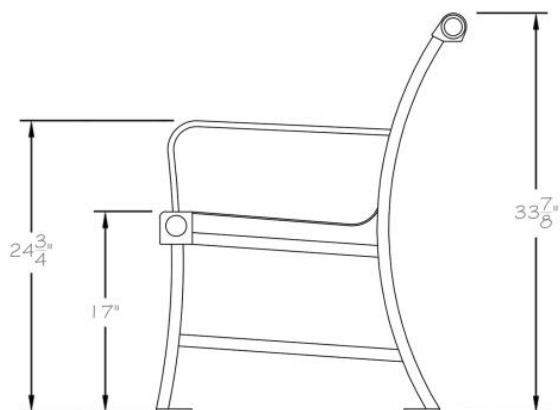


The seat and back are laser cut from a single piece of steel, eliminating the visible welds typical of competitive products. Ergonomic design for maximum comfort.

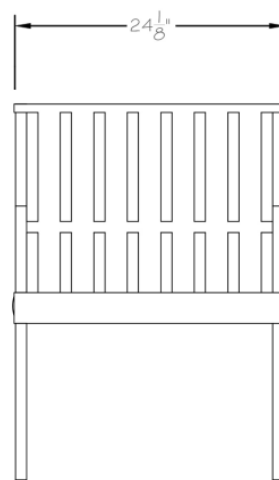
Powder coat Finish RAL color: C241-GR07 Gray Texture



**TOP VIEW**



**ISOMETRIC VIEW**



**FRONT VIEW**