

INVITATION FOR BID

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

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

Date Issued: 04/2/23

F.O.B. PLANT

Total Number of Pages 5

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 April 18, 2023 at which time will be publicly opened in the Conference Room # 436, City Hall, 415 Broad Street, Kingsport, Tennessee. **IN THE LOWER LEFT CORNER OF YOUR ENVELOPE ADDRESSED TO ABOVE, MARK YOUR ENVELOPE "BID FOR ASPHALT" AND DATE OF THE BID OPENING.**

READ TERMS AND CONDITIONS BEFORE COMPLETING THIS FORM

Item	Quantity	U/I	Description	Unit Price Per Ton	Total Price Per Ton
		TON	ASPHALT TOPPING, PLANT MIX (411-E)		
		TON	ASPHALT BINDER, PLANT MIX (307-C)		
		TON	ASPHALT BINDER, PLANT MIX (307-B)		
		TON	ASPHALT SURFACE, PLANT MIX (411-D)		

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: PER SPECS
(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 or completion of service and/or failure to comply with specifications authorizes the City to purchase materials, supplies, vehicles, equipment, or services 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 without regard to its conflict of laws principals.
19. Any dispute arising out of any aspect of this purchase order or a contract shall be litigated in state court in Kingsport, Sullivan County, Tennessee or the federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
20. 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.
21. 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.
22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-BOYCOTT OF ISRAEL AFFIDAVIT

- a) Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier 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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

**GENERAL PROVISIONS AND SPECIFICATIONS
FOR
ASPHALT MATERIALS**

BID OPENING: April 18, 2023 @ 4:00 P.M.

1. The purpose of this invitation for bids is to furnish the City of Kingsport with a continuous supply of the commodities indicated in these documents as requested by the Director of Public Works.
2. Delivery tickets must be signed at the time of each delivery, and invoice must show delivery ticket number and quantities. Delivery tickets must show date, gross weight, wagon weight, net weight, and type of material. A copy of the ticket is to be provided each time commodity is picked up in City vehicle.
3. Billing. Successful bidder shall submit on a monthly basis itemized invoice(s) identifying each item billed.
4. Availability of Funds. It is understood and agreed between the parties to any agreement resulting from this bid invitation that the City shall be bound hereunder only to the extent of funds available or which may thereafter become available for the purpose of this agreement. It is further understood and agreed between the parties to any agreement resulting from this bid invitation that the City shall not be obligated to purchase or pay for commodities, supplies or services covered by this agreement unless and until they are ordered, delivered or performed by the City.
5. Bidder is to guarantee prices on the commodities for thirty (30) days after issuance date of agreement. Unit price after that period and until the end of the contract is subject to escalation if the contractor's price increases based upon the Tennessee Department of Transportation Asphalt Cement Index. This increase shall be limited to the amount of that increase from The Tennessee Department of Transportation Asphalt Cement Index only, with no allowance for additional overhead or profit. Written proof of such increases from contractor must be furnished to the City each time an increase is applied. Contractor is to grant the City any decrease in unit price of commodities based on the Tennessee Department of Transportation Asphalt Cement Index that become available during the agreement period. The City reserves the right to accept or reject all notifications of price

changes. In the event that an acceptable price to both parties cannot be reached, the agreement will be null and void, and the City shall be free to take other action as deemed in the best interest and advantage to the City for procurement of similar interests. The month of April 2023 is to be used as the base month for calculation purposes of this bid.

6. Delivery Failure. Failure of the contractor to deliver material within the time specified, or within reasonable time as interpreted by the Procurement Manager, shall constitute authority for the Procurement Manager to purchase in the open market material for comparable grade to replace the material rejected or not delivered.
7. Non-Liability. The contractor shall not be liable in damages for failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstance(s) which, in the Procurement Manager's opinion, is beyond the control of the contractor under such circumstance; however, the Procurement Manager may, at his discretion, cancel the agreement.
8. Notwithstanding, nothing in this agreement, precludes the City from purchasing similar materials from Sullivan County or contracting with other contractors using similar material, i.e., paving of streets.
9. Material will not be placed in vehicles other than City vehicles.
10. Period of Agreement. From July 2023 through June 2024.
 10. A. 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.
11. Evaluation of bid will include operational and personnel cost for City vehicles to pick up at the plant location.
12. The City of Kingsport retains the right to award this bid to multiple vendors due to geographical considerations where asphalt paving may be occurring as well as asphalt availability.