



Required Documents Checklist for Bids

Please ensure your Bid Submittal contains the items referenced below. Place a check beside each item once you have verified that the requested item is included.

The following items are required to be included with your Bid submittal:

- Signed Bid Form with Pricing
- Signed FTA Contract Clauses Page
- Completed DBE Certifications
- Signed Buy American Certification
- Signed Lobbying Certification

*****Failure to include the above referenced items may result in rejection of your Bid*****

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: 12/04/24
F.O.B. Kingsport
Total Number of Pages: 40

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 7, 2025, at which time will be publicly opened in Conference Room 436, 4th Floor, City Hall, 415 Broad Street, Kingsport, TN. IN THE LOWER LEFT CORNER OF YOUR ENVELOPE ADDRESSED TO ABOVE, MARK YOUR ENVELOPE "FLEET MAINTENANCE ITEMS" 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>VARIOUS FLEET MAINTENANCE ITEMS AS SPECIFIED ON THE FOLLOWING PAGES. VENDOR IS REQUIRED TO COMPLETE THE FOLLOWING PAGES IN THIS PACKET TO RECORD PRICING.</p> <p><u>PRICES OFFERED ARE TO REMAIN FIRM FOR TWELVE MONTHS FOLLOWING THE BID OPENING DATE.</u></p> <p>THE QUANTITIES SPECIFIED ON THE FOLLOWING PAGES ARE ESTIMATES ONLY. THE CITY WILL ORDER ITEMS ON AN AS NEEDED BASIS. AWARD OF BID DOES NOT GUARANTEE THAT WE WILL PURCHASE THE QUANTITY SPECIFIED.</p> <p>THIS FORM MUST BE SIGNED TO BE CONSIDERED COMPLETE.</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) 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.
29. 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.

All contractors and/or subcontractors with the Kingsport Area Transit Service are required to meet the following federal requirements (Materials & Supplies >\$100,000)

1. No Government Obligations to Third Parties
2. False Statements or Claims Civil and Criminal Fraud
3. Access to Third Party Contract Records
4. Changes to Federal Requirements
5. Termination (>\$10,000)
6. Civil Rights (Title VI, EEO, ADA) (>\$10,000)
7. Disadvantaged Business Enterprises (DBEs)
8. Bidder's Certification of Disadvantaged DBE/Transit Vehicle Manufactures Certification (Return Signed Form with Bid Proposal)
9. Incorporation of FTA Terms
10. Debarment and Suspension (>\$25,000)
11. Buy America Requirements (>\$150,000) (Return Signed Form with Bid Proposal)
12. Resolution of Disputes, Breaches, or Other Litigation (>\$250,000)
13. Lobbying (>\$100,000) (Return Signed Form with Bid Proposal)
14. Clean Air (>\$150,000)
15. Clean Water (>\$150,000)
16. Cargo Preference (For property transported by ocean vessel)
17. Fly America (For foreign air transport or travel)
18. Prompt Payment
19. Seat Belt Use & Distracted Driving
20. Prohibition on Certain Telecommunications Equipment
21. Notice to FTA and US DOT Inspector General of information related to fraud, waste, abuse, or other legal matters (>\$25,000)
22. Energy Conservation
23. Recycled Products
24. ADA Access (A & E)
25. Notification of Federal Participation for States (Limited to States)
26. Solid Waste Disposal

Additional information and description of the above requirements are available as requested. Signing this document certifies the vendor understands their responsibility to be in compliance with the above third party contract clauses. All the above contract clauses are attached with this document.

Signature of Authorized Representative

Date

Name of Vendor

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
5. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Recipient and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1E (Supplies and Service)

a. Termination for Convenience (General Provision) The City of Kingsport / Kingsport Area Transit Service may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Kingsport

/ Kingsport Area Transit Service to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Kingsport / Kingsport Area Transit Service, the Contractor will account for the same, and dispose of it in the manner the Kingsport / Kingsport Area Transit Service directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Kingsport / Kingsport Area Transit Service may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Kingsport / Kingsport Area Transit Service that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Kingsport / Kingsport Area Transit Service, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The City of Kingsport / Kingsport Area Transit Service in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Kingsport / Kingsport Area Transit Service satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the Kingsport / Kingsport Area Transit Service setting forth the nature of said breach or default, the City of Kingsport / Kingsport Area Transit Service shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Kingsport / Kingsport Area Transit Service from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City of Kingsport / Kingsport Area Transit Service elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Kingsport / Kingsport Area Transit Service shall not limit the City of Kingsport / Kingsport Area Transit Service's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112;
42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. If it is a transit vehicle manufacturer the bidder certifies that it has complied with the requirements of 49 CFR 26 by submitting an annual DBE goal to the FTA. The goal has either been approved or not disapproved by FTA. The bidder, if a nonmanufacturer supplier hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the requirements of 49 CFR section 26.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Kingsport Area Transit Service deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Kingsport on behalf of Kingsport Area Transit Service (a department of the City of Kingsport). In addition, the contractor may not hold retainage from its subcontractors.
- e. The contractor must promptly notify Kingsport Area Transit Service, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Kingsport Area Transit Service.

BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE)
TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATION

The Offeror, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting an annual DBE/WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.

The Offeror, if a non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of Section 26.49 of 49 CFR Part 26.

DATE

COMPANY NAME

AUTHORIZED REPRESENTATIVE NAME (Printed)

TITLE

SIGNATURE of AUTHORIZED REPRESENTATIVE

RETURN SIGNED FORM WITH BID PROPOSAL.

PLEASE COMPLETE AND RETURN

(See Note at Bottom) Optional Form

Minority Status of Business Ownership

Bidders/Proposers List Information

The City of Kingsport is compiling a Bidders List with information about the minority status of firms bidding on contracts with the City. Please identify your business below, and then complete the Bidders List minority status and income information about your business, by checking on the applicable line. Information provided will be used only by the City of Kingsport to maintain bidders' records as required per 49 CFR Part 26.11.

Name of Business: _____

City/State of Business Location: _____

Type of Business: _____

Age of Business (years), Since Establishment: _____

1. Business owned (51% or more) by a minority? _____ Yes _____ No (Minorities include: Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the Small Business Administration.)
2. Is business certified by the TNUCP as a Disadvantaged Business Enterprise, and on the current TNUCP Certified DBE Directory? _____ Yes _____ No
- _____

Annual Gross Income of Business

- _____ Less than \$500,000
- _____ \$500,000 – \$1 million
- _____ \$1 million – \$2 million
- _____ \$2 million – \$5 million
- _____ \$5 million – \$10 million
- _____ \$10 million – \$15 million
- _____ \$15 million – \$19.5 million
- _____ \$19.5 million or above

IF YOU HAVE COMPLETED AND RETURNED THIS FORM TO THE CITY OF KINGSFORT WITHIN THE PAST THREE (3) YEARS, AND YOUR INFORMATION REMAINS UNCHANGED, ENTER ONLY YOUR BUSINESS NAME AND ADDRESS ABOVE and PLEASE CHECK HERE:

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Kingsport / Kingsport Area Transit Service s requests which would cause the City of Kingsport / Kingsport Area Transit Service to be in violation of the FTA terms and conditions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Kingsport / Kingsport Area Transit Service. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Kingsport / Kingsport Area Transit Service, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BUY AMERICA REQUIREMENTS - 49 U.S.C. 5323(j); 49 CFR Part 661

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000). The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a percentage of domestic content that complies with FTAs current Buy America percentage requirement. When procuring rolling stock, which includes train control, communication, traction power equipment, and rolling stock prototypes, the cost of the components and subcomponents produced in the U.S. must be more than: 1. More than 60 percent for FY2016 and FY2017 2. More than 65 percent for FY2018 and FY2019 3. More than 70 percent for FY2020 and beyond A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA- funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does to apply to lower tier subcontractors. The certification may be attached hereto following these terms and conditions, but shall be deemed incorporated herein as if fully set forth. Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1) The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5. Date

Signature

Company Name

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1) The bidder or offeror hereby certified that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7. Date

Signature

Company Name

Title

Certification requirement for procurement of buses, other rolling stock and associated equipment. Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C). The bidder or offeror hereby

certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11. Date

Signature

Company Name

Title

8 Certificate of Non-Compliance with 49 U.S.C 5323(j)(2)(C) The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C 5323(j)(2)(A), 5323(j)(2)(B), or 4323(j)(2)(D), and 49 C.F.R. 661.7. Date

Signature

Company Name

Title

BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18

FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Kingsport / Kingsport Area Transit Service's Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director of Transit. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of Transit shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City of Kingsport / Kingsport Area Transit Service, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Kingsport / Kingsport Area Transit Service and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Kingsport / Kingsport Area Transit Service is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Kingsport / Kingsport Area Transit Service, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING 31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

(Return signed form with bid proposal.)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE REQUIREMENTS 46 U.S.C. 1241/46 CFR Part 381

Use of United States-Flag Vessels - The contractor agrees:

- A.** to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B.** to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- C.** to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number.

Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105\(a\)](#), insert the following provision:

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

Disputes, Breaches, Defaults, or Other Litigation

(a) *FTA Interest.* FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) *Notification to FTA; Flow Down Requirement.* If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

(c) *Federal Interest in Recovery.* The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA’s prior written concurrence.

(d) *Enforcement.* The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation

ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq.

49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language

No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

ADA ACCESS

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Consultant understands and agrees that it shall not cause any individual with a disability to be excluded from participation in the Contract or from activities provided for under the Contract on the basis of the disability. As a condition of accepting the contract, the Consultant agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the NAIPTA through contracts with outside Consultants. The Consultant shall be responsible for and agrees to indemnify and hold harmless the NAIPTA from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the NAIPTA as a result of the Consultant's failure to comply with the provisions of subparagraph an above.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Solid Waste Disposal Act

§ 75.331 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

City of Kingsport

Fleet Maint Items 01 25

PROCUREMENT MANAGER
415 BROAD STREET
KINGSPORT, TN 37660
PH. 423-229-9419
FAX 423-224-2433

THIS IS NOT AN ORDER

VENDORS ARE REQUIRED TO COMPLETE THIS FORM I.E. TERMS, DELIVERY DATE, FOB, UNIT COST, AND TOTAL COST.

THIS INQUIRY IMPLIES NO OBLIGATION ON OUR PART. CHANGES CHANGES OR SUGGESTIONS OFFERING COST ECONOMIES ARE SOLICITED.

VENDOR ADDRESS

ISSUE DATE		BID OPENING DATE		TERMS		FOB	DELIVERY DATE
12/4/2024		1/7/2025					
ITEM	QTY.	U/M	NBR			UNIT COST	TOTAL COST
1	6	EA	10060	BLADE W S W 26"			
				31-26			
				ANCO 50-26			
2	120	EA	10065	WIPER BLADE ANCO 31-22			
				THIS IS A UNIVERSAL WIPER BLADE THAT			
				FITS HOOK TYPE, PIN TYPE, AND STRAIGHT			
				END TYPE WIPER ARM.			
3	20	EA	10067	WIPER BLADE 31-24			
4	6	EA	10089	WIPER BLADE 22B			
				PASSENGER SIDE			
5	11	EA	10094	WIPER BLADE ANCO 31-21			
				NAPA NP21			
6	8	EA	10375	EXHAUST BAND CLAMP 4"			
				NAPA 733-5976			
7	2	EA	10785	TURN SIGNAL SWITCH KIT			
				THOMAS TBB DAC TS012			
8	24	EA	11048	BULB TUNGSTEN HALOGEN			
				1000W 120V 254MM R7S			
				LB-M10 (FIRE RESEARCH CORP.)			
9	20	EA	11050	DROP LIGHT BULB			
				NAPA 782-7013 75W 120V			
				NAPA 58517			
10	3	EA	11059	BULB LIGHT QUARTZ HALOGEN			
				Q1500T3-CL240 1500W			
				DAMAR #1024A 1500T3QCL			
11	40	EA	11061	BULB 3157			
				MADE IN USA ONLY			

City of Kingsport

Fleet Maint Items 01 25

PROCUREMENT MANAGER
415 BROAD STREET
KINGSPORT, TN 37660
PH. 423-229-9419
FAX 423-224-2433

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VENDOR ADDRESS

ISSUE DATE		BID OPENING DATE		TERMS		FOB	DELIVERY DATE
12/4/2024		1/7/2025					
ITEM	QTY.	U/M	NBR			UNIT COST	TOTAL COST
12	20	EA	11062	BULB	3157NA		
				MADE IN USA ONLY			
13	33	EA	11118	BULB	9007		
14	4	EA	11119	BULB SEALBEAM HIGH BEAM			
				H4651			
				FORD 1234 CHEVY 4567			
15	2	EA	11400	ELECTRIC FUEL PUMP			
				NAPA E8012S			
				12V, 5.5-9 PSI, 2 WIRE			
16	2	EA	11624	CUTTING HEAD WEDEATER			
				STIHL 4002 710 2191			
17	6	EA	11656	BLADE MOWER JOHN DEERE			
				TCU 15882 72" Z950M			
				7-06719			
18	6	EA	11705	SWITCH, PTO (DECK)			
				483957 SCAG			
				OLD # 481687			
19	6	EA	11712	CUTTER BLADE STTII72			
				482882 SCAG			
20	66	EA	11733	CUTTER BLADE 21" 482881			
				FOR SCAG STT61 (481708)			
				NAPA 7-04793			
21	5	EA	11734	BLADE DRIVE BELT 481980			
				FOR SCAG STT72			
				BLADERUNNER 6741BR			
22	9	EA	11735	CUTTER BLADE 24" 481709			
				FOR SCAG STT72			
				NAPA 7-04955			

City of Kingsport

Fleet Maint Items 01 25

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12/4/2024	1/7/2025					
ITEM	QTY.	U/M	NBR		UNIT COST	TOTAL COST
23	4	EA	11744	GREASE CAP 481559		
				SCAG		
24	10	EA	11746	SLOTTED NUT (BLADE)		
				00020900 ALAMO		
25	10	EA	11747	BLADE BOLT 02782900		
				ALAMO		
26	8	EA	11748	LOCKWASHER 02957089		
				ALAMO		
27	10	EA	11749	ROLL PIN 00023200		
				ALAMO		
28	1	EA	11758	KNIFE HEAD # 1874		
				FOR ALAMO MDL # H2576R		
29	1	EA	11764	KNUCKLE BOLT NUT 1421		
				ALAMO MDL# H2576R		
30	8	EA	11781	MOWER BLADE		
				2Z01S140 SPIDER		
31	4	EA	11829	CUTTER BLADE 1/2X4X23 CW		
				820-170C LEFT WING		
32	10	EA	11830	CUTTER BLADE 1/2X4X29 CCW		
				820-168C CENTER		
33	4	EA	11831	CUTTER BLADE 1/2X4X23 CCW		
				820-169C RIGHT WING		
34	8	EA	11832	BLADE BOLT KIT		
				318-586A LANDPRIDE		
35	2	EA	11855	DOUBLE SIDED AXE BLADE		
				755-5051 MOWER MAX		
36	4	EA	11945	MOWER BLADE 06521001		
				TIGER MOWER		

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ITEM	QTY.	U/M	NBR			UNIT COST	TOTAL COST
37	6	EA	11946	BLADE BOLT 06538000			
				TIGER MOWER			
38	4	EA	11947	SPACER 34878			
				TIGER MOWER			
39	6	EA	13082	FILTER AIR			
				CA8004 NAPA6418			
40	2	EA	13086	FILTER AIR			
				NAPA2487			
41	2	EA	13095	FILTER AIR			
				NAPA6870			
42	4	EA	13106	FILTER AIR OUTER			
				NAPA2803			
43	4	EA	13124	FILTER AIR			
				NAPA6807			
44	10	EA	13129	FILTER AIR			
				NAPA9883			
45	2	EA	13151	FILTER CABIN AIR MACK			
				82745222			
46	11	EA	13152	FILTER AIR			
				NAPA9756			
47	5	EA	13232	FILTER FUEL			
				P1147 NAPA3120			
48	5	EA	13262	FILTER FUEL FREIGHTLINER			
				ABP/S3226FL02 NAPA 3812			
				THIS IS A RAYCOR STYLE FUEL WATER			
				SEPERATOR FILTER THAT HAS A GLASS BOWL			
				ON THE BOTTOM.			

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ITEM	QTY.	U/M	NBR		UNIT COST	TOTAL COST
49	4	EA	13264	FILTER FUEL NAPA3377		
50	11	EA	13268	FILTER FUEL BF7668 NAPA3595		
51	6	EA	13271	FILTER FUEL NAPA3604		
52	6	EA	13275	FILTER FUEL NAPA3604XE		
53	4	EA	13280	FILTER FUEL NAPA3719		
54	5	EA	13287	FILTER FUEL FLEETGUARD FS1065 NAPA3965		
55	2	EA	13291	FILTER HYDRAULIC NAPA1551		
56	2	EA	13329	FILTER FUEL MITSUBISHI ME306306		
57	22	EA	13337	FILTER FUEL NAPA3995 BALDWIN BF1386-0		
58	26	EA	13345	FILTER FUEL/WATER SEP. ABP/N122-R50419 THIS IS FLOW THRU FUEL WATER SEPERATOR SUCH AS RACOR WITH GLASS BOWL. A SPIN ON SOLID FILTER IS NOT ACCEPTABLE.		
59	2	EA	13346	FILTER FUEL NAPA3628		
60	1	EA	13350	FILTER FUEL/WATER SEP 17201956 VOLVO		

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ITEM	QTY.	U/M	NBR			UNIT COST	TOTAL COST
61	8	EA	13360	FUEL WATER SEPERATOR			
				INTERNATIONAL 4080114C2			
62	3	EA	13363	FUEL WATER SEPERATOR			
				KUBOTA RD451-51940			
63	3	EA	13366	FILTER FUEL PERKINS			
				4816636			
64	3	EA	13408	FILTER OIL			
				PH43 NAPA1068			
65	6	EA	13410	FILTER OIL			
				PH8A NAPA1515			
66	48	EA	13421	FILTER OIL AC PF40			
				PH3387A NAPA1040			
67	9	EA	13431	FILTER OIL			
				PH13 /PH5 NAPA1061 1060			
				PH5 AND PH13 SAME (PH5 HAS THE ANTIDRAIN CHECK VALVE)			
68	52	EA	13434	FILTER OIL			
				PH49 NAPA1791			
69	1	EA	13441	FILTER OIL			
				NAPA1602			
70	12	EA	13446	FILTER OIL			
				PH3600 NAPA1516			
71	251	EA	13450	FILTER OIL			
				PH820 NAPA1372			
72	4	EA	13452	FILTER OIL			
				PH7405 NAPA1971			
73	11	EA	13455	FILTER OIL MERCEDES-BENZ			
				A 000 180 17 09 NAPA7215 BALDWIN P7188			

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ITEM	QTY.	U/M	NBR			UNIT COST	TOTAL COST
74	17	EA	13467	FILTER OIL			
				NAPA1042			
75	12	EA	13474	FILTER OIL TOYOTA ONLY			
				90915-YZZF2			
76	2	EA	13482	FILTER OIL			
				NAPA7213			
77	10	EA	13490	FILTER OIL			
				NAPA1365			
78	6	EA	13494	FILTER OIL			
				NAPA 100255			
79	3	EA	14025	BACKUP LIGHT CLEAR			
				NAPA 4041W			
				TRUCK LITE 40204			
80	2	EA	14026	TAILLIGHT ASY DRIVER SIDE			
				NAPA 4013 PM442			
				K-D 257-2627 Grote 50912			
81	2	EA	14048	BULB S/T/T SNAP-IN-DUAL			
				FILAMENT WHELEN STOPSN12			
				NAPA/ TRUCK-LITE 60-25123			
82	4	EA	14128	LAMP STOP, TAIL, & TURN			
				RH W/SINGLE METRI-PACK			
				CONNECTOR ON LEFT			
				GROTE 53702, K-D 257-2634,TRUCKLIGHT			
				80380R, SIG-STAT 5316Y101			
83	4	EA	14129	LAMP STOP, TAIL, & TURN			
				LH W/ DOUBLE METRI-PACK CONNECTORS			
				GROTE 53762, K-D 257-2635, TRUCKLIGHT			
				80383R, SIG-STAT 5315Y101 NAPA 53762			

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12/4/2024		1/7/2025				
ITEM	QTY.	U/M	NBR		UNIT COST	TOTAL COST
84	6	EA	14140	LIGHT S/T/T 4" RED W/18 LED ROUND		
85	3	EA	14153	LIGHT 3 HEAD LED CLEAR 12-24VDC 730-7968		
86	1	EA	14154	LIGHT 3 HEAD LED AMBER WARNING 12-24VDC 730-7992		
87	24	EA	15122	FITTING HYD 1/4" MALE PIP G25100-0404 GATES		
88	50	FT	15130	HOSE HYD 1/2" 2 STRAND H42508 OR GATES 85602 NEW PN 8MXTXREEL / 70283 - NAPA/GATES		
89	20	EA	15132	FITTING HYD 3/8" MALE JIC G25165-0606 GATES		
90	4	EA	15145	FITTING HYD 3/8 X 90 JIC G25179-0606 GATES		
91	5	EA	15148	MALE HOSE FITTING 1" PIRANHA J ML16P		
92	4	EA	15149	COUPLER QUICK CONNECT 1/2" FEMALE BODY PIONEER 4050-4 NAPA 725-1231		
93	4	EA	15152	COUPLER QUICK CONNECT 3/4" MALE TIP PIONEER 4110-5 NAPA 725-1282		
94	4	EA	18855	WIPER ARM 6500-5642 THOMAS		
95	22	EA	18870	WIPER BLADE 1573682 BLUEBIRD NAPA 62-256		

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12/4/2024		1/7/2025					
ITEM	QTY.	U/M	NBR			UNIT COST	TOTAL COST
96	4	EA	18892	ENGINE BLOCK HEATER CORD			
				DUAL 1998038			
97	5	EA	18933	SEAT BACK COVER LEFT			
				SSS0939BC007			
				COVER BACK ONLY,LT PROFORM II GRAY/NO			
				WELT			
98	6	EA	18938	SEAT BELT WINDOW & AISLE			
				FASTBEK-J PN 501000003			
				590-000-00			
99	6	EA	18940	SEAT BELT CENTER			
				FASTBEK-J PN 501000005			
				AM SAFE PN 80190302			
				590-001-00			
100	3	EA	19116	SWITCH DOOR OPEN-CLOSE			
				W/YELLOW ROCKER 17474			
101	8	EA	19407	TIRE NEW ALL SEASON			
				195/75R16C			
102	4	EA	19409	TIRE NEW ALL SEASON			
				225/65R17			
103	14	EA	19544	TIRE NEW STEERING TREAD			
				315/80R22.5 L/R J ONLY			
				TREAD DEPTH 22/32			
				MAXIMUM LOAD @ INFLATION 8270@120 SING			
				7610@120 DUAL			
				SPEED RATED @ 75 MPH AT LEAST			
104	16	EA	19587	TIRE NEW MUD & SNOW			
				11R22.5 L/R H (DRIVE POS)			
				LOAD RANGE CHANGED TO H			

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ITEM	QTY.	U/M	NBR			UNIT COST	TOTAL COST
105	8	EA	19588	TIRE NEW ALL SEASON			
				P225/70R15 STANDARD LOAD			
106	1	EA	19642	ALTERNATOR GM/DELCO			
				240 AMP			
107	33	EA	19902	KIT BRAKE REAR LELAND K70			
				OR ROCKWELL KIT 8000HD			
				FOR ROCKWELL 16 1/2 " Q SERIES BRAKES			
				KITS WITH KNURLED ROLLERS NOT ACCEPTABLE			
				KIT MUST CONTAIN ROLLERS, BUSHINGS, PIN,			
				AND SPRINGS			
				ALSO USED ON Q-PLUS BRAKES			
108	5	EA	19997	D-2 GOVERNOR			
				UNITED 66996			
109	5	EA	29901	DRAIN VALVE W/5 FT CABLE			
				MIDLAND 12105			
110	1	ST	29912	BRAKE SHOE 16.5 X7 Q PLUS			
				RELINED SET OF 4			
111	16	EA	29936	GASKET FRONT HUB CAP			
				330-3009 6-HOLE 6 1/4" OD			
				4 7/8" ID, 5 1/2" BOLT RING, 3/8" HOLE			
112	1	EA	29967	DISC PAD SET FRONT			
				171-0977 DELCO			
113	1	EA	29971	DISC PAD SET - REAR			
				171-1269 DELCO			
				NAPA FT8523			
				171-1269 supercedes 171-1032			
114	9	EA	20085	CHALK TREAD RUBBER			
				WHITE			

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ITEM	QTY.	U/M	NBR		UNIT COST	TOTAL COST
115	48	CN	20145	FUEL QUICK START SPRAY 11 OZ (ETHER)		
116	576	CN	20185	CLEANER DISC BRAKE SPRAY 14 OZ NON-CHLORINATED FOR USE ON DISC, DRUM, ABS BRAKES		
117	11	CN	20202	GLEAM BEAM HEADLIGHT CLEANER 444109		
118	89	CN	20291	FLUID POWER STEERING 12 OZ		
119	5	KT	20401	WARNING TRIANGLE FLARE KIT SIGANAL STAT 798, PM 449, K-D 610-4645, GROTE 71422, TRUCKLITE 97974 SET OF THREE COMPLETE TRIANGLES WITH CASE		
120	46	EA	20406	FIRST AID KIT AUTO NORTH 10 PERSON KIT NORTH P/N 019708-0005L, SAS 6010-01 KIT COMES IN PLASTIC CASE		
121	23	EA	20777	COUPLER PLUG "A" STYLE MILTON 777 MALE NAPA 90-618SS		
122	102	GL	20850	ANTIFREEZE/COOLANT H/D DIESEL PURPLE HD1GAL MEETS CAT,CUMMINS,DETROIT DIESEL,MTU, FREIGHTLINER,JOHN DEERE,NAVISTAR, TMC, VOLVO/MACK SPECS. ALSO MEETS ASTM D 3306 ASTM D 4340, ASTM D 4985, ASTM D 6210, ASTM D 5345 (50% BLEND) SPECS. FULL STRENGTH		

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ITEM	QTY.	U/M	NBR			UNIT COST	TOTAL COST
123	5	GL	20862	ANTIFREEZE HEAVY DUTY			
				NITRITE FREE EXTENDED			
				LIFE ANTIFREEZE/COOLANT			
				WITH ORGANIC ACID TECHNOLOGY (OAT)			
				PN ZRX 846439			
124	33	DR	30003	AERIAL DEVICES HYDRAULIC			
				OIL ISO-AW 68 55 GL/DR			
				PREMIUM QUALITY GENERAL PURPOSE ANTI-			
				WEAR HYDRAULIC FLUID			
				AIRCRAFT TYPE HYDRAULIC OIL --			
				NON CONDUCTIVE			
125	2	CS	30045	OIL MOTOR NON DETERGENT			
				SAE30W 12QT/CASE			
				NAPA 75-110			
126	7	PL	30110	JCB HYDRAULIC OIL			
				4002/1602I 5 GL/PAIL			
				AW46			
				NAPA 85-805			
127	3	PL	30115	KOMATSU HYDRAULIC OIL			
				KM 1400501H1 5 GL/PAIL			
128	23	DR	30120	OIL MOTOR 5 W 20			
				55 GL DRUM THAT MEETS API			
				CERTIFICATION AND FORD SPEC WSS-M2C153-H			
				THIS IS AN ALL-SEASON SYNTHETIC BLEND			
				THIS IS AN ALL-SEASON SYNTHETIC BLEND			
				OIL.			
129	2	PL	30141	KUBOTA SUPER UDT2 TRANS			
				70000-40205			

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ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST
130	6	DR	30190	OIL MOTOR 0 W 40 SYNTHETIC 55 GAL DRUM	
131	1	RL	51250	CORD NYLON 3/16"DIA #G1012S0475 475 FT RL	