



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
- ☐ Terms & Conditions page 2 Conflict of Interest Section
- ☐ Bidders/Proposers List Information
- ☐ 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: 12/07/22
F.O.B. Kingsport
Total Number of Pages: 50

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 11, 2022, 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 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 contender 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by 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 Agreement (Form FTA MA(10) dated October, 2003) between Purchaser 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.

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

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved
 by OMB
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known. Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
16 Information requested through this form is authorized by 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of the information upon which reliance was placed by the federal government when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

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.

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.

FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

48 C.F.R. part 47.4

Fly America Requirements

a) Definitions. As used in this clause "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Prompt Payment to Subcontractors

- A. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) business days after the Contractor has received payment from the City.
- B. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than thirty (30) business days after the Subcontractor has satisfactorily completed its portion of the Work.
- C. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.
- D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E. The City will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment form which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the City.
- F. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 622, subpart C

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.

The Contractor also agrees to include any applicable requirements in each subcontract, issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS

42 U.S.C. § 6962

40 C.F.R. part 247

2 C.F.R. part § 200.322

Recovered Materials - The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

ADA ACCESS – MATERIALS AND SUPPLIES
42 U.S.C. Chapter 126, Sections 12101 *et seq.*

Contractor shall meet all applicable requirements of the Americans with Disabilities Act of 1990, as amended, in fulfilling this contract.

The contractor also agrees to include any applicable requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.

Analysis. When using Federal funds, the City will ensure that all Federal requirements, required clauses and certifications (including Buy America) are properly followed and included, whether in the State's master intergovernmental contract or in the City's purchase order. The City will obtain Buy America certification, if required, before entering into the purchase order. The overall cost of the SWC, not just the City's purchase price, will be considered in determining which FTA clauses, such as Buy America, will apply to the purchase.

21. Protest Procedures

Any protest to the award of a contract by the City shall be submitted in writing to the Procurement Manager, with a copy to the City Manager, delivered to City of Kingsport, 225 W Center St, Kingsport, Tennessee 37660, not later than five (5) calendar days from the date of City's award decision. The appeal shall, at a minimum, identify the decision in question, specify all reasons why the appealing party disagrees in question, specify all reasons why the appealing party disagrees with the decision, and shall include all facts and justification, including technical information from the appealing party and information or a response from other bidders. So far as practicable, appeals will be decided upon the basis of the written appeal, information and written response submitted by the appealing party and other bidders; all parties are urged to make written submission as complete as possible. Failure of any party to timely respond (within 7 days of request receipt) to a request for information may be deemed by the City that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such event the appeal will proceed and will not be delayed due to the lack of a response.

Upon receipt and review of written submission and any independent investigation deemed appropriate by the City, the City Manager shall either (a) render a decision which shall be final and advise all interested parties of same in writing or (b) at the sole election of the City Manager, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respected position and facts, documents, justification and technical information in support thereof. Parties may, but are not required to be, represented by counsel at the informal hearing, which will not be the subject to formal rules of evidence or procedures. Following the informal hearing, the City Manager shall render a decision which shall be final and advise all interested parties thereof in writing. The City will disclose all information regarding the protest to FTA, and keep FTA informed about the status of the protest.

After exhausting all administrative remedies with the City, any party dissatisfied with the final decision of the City Manager, whether following review of the written submission or informal hearing, may utilize the appeal procedure set forth in Federal Transit Administration Circular 4220 (as amended). Federal Transit Administration (FTA) reviews of protests will be limited to: 1) a grantee's failure to follow its protest procedures, or its failure to review a complaint or protest; or 2) violations of Federal law or regulation, or violations of State/Local law or regulation. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction. FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.

SECTION 9-101
BID PROTESTS

- (1) Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Manager. Protestors are urged to seek resolution of their complaints initially with the Procurement Manager. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.
- (2) Stay of Procurements During Protests. In the event of a timely protest under Subsection (1) of this Section, the Procurement Manager shall not proceed further with the solicitation or award of the contract until all the administrative and judicial remedies have been exhausted or until the City Manager makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the City.
- (3) Entitlement to Costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with solicitation, including bid preparation costs other than attorney's fees.

SECTION 9-102
CONTRACT CLAIMS

- (1) Decision of the Procurement Manager. All claims by a contractor against the City relating to a contract, except bid protests, shall be submitted in writing to the Procurement Manager for a decision. The contractor may request a conference with the Procurement Manager on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation or other cause for contract modification or rescission.
- (2) Notice to the Contractor of the Procurement Manager's Decision. The decision of the Procurement Manager shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of appeal rights under Subsection (3) of this Section.
- (3) Finality of Procurement Manager's Decision - Contractor's Right to Appeal. The Procurement Manager's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the Board of Mayor and Aldermen or commences an action in a court of competent jurisdiction.

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.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

City of Kingsport

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

Fleet Maint Items
01 23

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	
12/7/2022		1/11/2023					
ITEM	QTY.	U/M	NBR			UNIT COST	TOTAL COST

1	23	EA	10001	GUARD MUD FLAP 24" X 30"		
				NAPA 817-2005		
2	11	EA	10009	GUARD MUD FLAP		
				24" X 36"		
3	14	EA	10013	TRAILER CONNECTOR SOCKET		
				VEHICLE SIDE NAPA755-5021		
				STANDARD TCP77F		
				THIS IS A 7 PIN CONNECTOR		
4	15	EA	10014	TRAILER CONNECTOR PLUG		
				WITH SPRING NAPA 755-5027		
				THIS IS A T STYLE 7-WAY PLUG FOR TRAILER		
				SIDE. VELVAC 593057, SIG-STAT 3105W/3087		
				SPRING, TRUCKLITE 97159		
5	15	EA	10015	TRAILER CONNECTOR BOOT		
				NAPA 755-5002		
				STANDARD TCP77B		
6	40	EA	10054	BLADE W S W ANCO 31-18		
				ONLY		
				THIS IS A UNIVERSAL WIPER BLADE THAT		
				FITS HOOK TYPE, PIN TYPE, AND STRAIGHT		
				END TYPE WIPER ARM.		
7	6	EA	10060	BLADE W S W 26"		
				31-26		
				ANCO 50-26		
8	10	EA	10066	WIPER BLADE ANCO 50-24		
9	20	EA	10067	WIPER BLADE 31-24		
10	6	EA	10093	BLADE W S W 28"		
				ANCO 31-28		

City of Kingsport

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

Fleet Maint Items
01 23

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ECONOMIES ARE SOLICITED.

VENDOR ADDRESS

ISSUE DATE		BID OPENING DATE		TERMS		FOB	DELIVERY DATE	
12/7/2022		1/11/2023						
ITEM	QTY.	U/M	NBR			UNIT COST		TOTAL COST

11	1	EA	10105	TRAILER BALL SOLID STEEL		
				2 5/16" DIA 1" X 2 1/8"		
				SHANK RATED AT 5,000 LB		
				VALLEY # 5005 ,NAPA 755-1038		
12	6	EA	10106	HITCH PIN 5/8"		
				NAPA 755-1073		
13	2	EA	10107	LOCKING HITCH PIN 5/8"		
				NAPA 755-1366		
14	2	EA	10110	AUTO/TRUCK CAB FAN 12V		
				NAPA 745-1106 CHAMP 7-941		
				2-SPEED NON OSCILLATING WITH MOUNTING		
				HARDWARE AND SWITCH		
15	2	EA	10369	CLAMP MUFFLER 1 5/8		
16	3	EA	10372	EXHAUST BAND CLAMP 2 1/2"		
				NAPA 733-5979		
17	20	EA	10762	SWITCH TOGGLE DS-167		
				STANDARD		
				Universal heavy duty, 2 position, single		
				pole, single throw, "ON-OFF" with 2		
				screw terminals 12v 50A rating.		
18	3	EA	11045	BULB HEADLIGHT 9012		
19	20	EA	11058	BULB 4157		
20	20	EA	11062	BULB 3157NA		
				MADE IN USA ONLY		
22	23	EA	11072	BULB HALOGEN H4656		
				LOW BEAM		
23	6	EA	11112	BULB 9005		
24	4	BX	11115	BULB (BOX OF 10) 3057		
				MADE IN USA ONLY		

City of Kingsport

Fleet Maint Items
01 23

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ITEM	QTY.	U/M	NBR			UNIT COST		TOTAL COST

25	34	EA	11118	BULB 9007		
26	5	EA	11124	BULB HEADLAMP H4		
				9003		
27	4	CS	11614	PREMIUM 2-STROKE ENGINE		
				OIL 2.6 OZ BOTTLE		
				48 bottles per case		
				echo # 999888-00079		
28	12	EA	11735	CUTTER BLADE 24" 481709		
				FOR SCAG STT72		
				NAPA 7-04955		
29	3	EA	11740	PUMP DRIVE BELT 483165		
				SCAG		
30	4	EA	11744	GREASE CAP 481559		
				SCAG		
31	10	EA	11746	SLOTTED NUT (BLADE)		
				00020900 ALAMO		
32	10	EA	11747	BLADE BOLT 02782900		
				ALAMO		
33	8	EA	11748	LOCKWASHER 02957089		
				ALAMO		
34	10	EA	11749	ROLL PIN 00023200		
				ALAMO		
35	3	EA	11751	BLADE SET A02761500		
				ALAMO SIDE MOUNT BUSH HOG		
36	1	EA	11758	KNIFE HEAD # 1874		
				FOR ALAMO MDL # H2576R		
37	8	EA	11781	MOWER BLADE		
				2Z01S140 SPIDER		

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38	4	EA	11829	CUTTER BLADE 1/2X4X23 CW		
				820-170C LEFT WING		
39	10	EA	11830	CUTTER BLADE 1/2X4X29 CCW		
				820-168C CENTER		
40	4	EA	11831	CUTTER BLADE 1/2X4X23 CCW		
				820-169C RIGHT WING		
41	10	EA	11832	BLADE BOLT KIT		
				318-586A LANDPRIDE		
42	6	EA	13047	FILTER AIR AC A1169C		
				CA7139 NAPA 6433		
43	2	EA	13053	FILTER AIR		
				CA258SY NAPA6375		
44	3	EA	13086	FILTER AIR		
				NAPA2487		
45	5	EA	13091	FILTER AIR		
				NAPA6595		
46	2	EA	13092	FILTER AIR		
				NAPA2731		
47	2	EA	13095	FILTER AIR		
				NAPA6870		
48	2	EA	13102	FILTER AIR OUTER PRECLEAN		
				KAWASAKI 11013-2194		
				NAPA 7-083088		
49	3	EA	13111	FILTER AIR INNER		
				NAPA6569		
50	5	EA	13114	FILTER AIR		
				NAPA6573		
51	3	EA	13118	FILTER AIR		
				PA2540 NAPA2613		

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52	4	EA	13124	FILTER AIR		
				NAPA6807		
53	1	EA	13128	FILTER AIR FUSO-MITS		
				ME413506		
54	4	EA	13130	FILTER CABIN AIR (CHARGER		
				NAPA4909		
55	3	EA	13131	FILTER AIR DONALDSON		
				P605536 NAPA9666		
56	5	EA	13133	FILTER AIR		
				NAPA2809		
57	12	EA	13140	FILTER AIR		
				NAPA9746		
58	5	EA	13142	FILTER AIR		
				HINO 1780178100		
59	10	EA	13147	FILTER AIR		
				NAPA200697		
60	10	EA	13148	FILTER CABIN AIR		
				NAPA230266		
61	2	EA	13154	FILTER AIR		
				NAPA500014		
62	12	EA	13155	FILTER AIR		
				NAPA200910		
63	11	EA	13212	FILTER FUEL		
				C1191A NAPA3166		
64	10	EA	13233	FILTER FUEL		
				P1146 NAPA3118		
65	4	EA	13253	FILTER FUEL		
				G3850 NAPA3296		

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66	37	EA	13255	FUEL WATER SEPERATOR		
				B/B 4309159 NAPA3621		
				RACOR S3230P		
				THIS IS A SPIN-ON FUEL/WATER SEPERATOR		
				THAT USES A GLASS BOWL ON BOTTOM.		
67	17	EA	13258	FILTER FUEL FREIGHTLINER		
				ABPN122S3226FL01 NAPA3813		
				THIS IS A RAYCOR STYLE FUEL WATER		
				SEPERATOR FILTR THAT HAS A GLASS BOWL		
				BOTTOM.		
68	3	EA	13259	FUEL FILTER FORD 1930010		
				BOSCH 1-457-434-159		
				NAPA 3472		
69	16	EA	13262	FILTER FUEL FREIGHTLINER		
				ABP/S3226FL02 NAPA 3812		
				ABP/S3226FL02 NAPA 3812		
				THIS IS A RAYCOR STYLE FUEL WATER		
				SEPERATOR FILTER THAT HAS A GLASS BOWL		
				ON THE BOTTOM.		
70	12	EA	13263	FILTER FUEL MERCEDES-BENZ		
				A 000 090 15 51 NAPA 3634		
				BALDWIN PF7735		
71	4	EA	13264	FILTER FUEL		
				NAPA3377		
72	18	EA	13265	FILTER FUEL		
				NAPA3626		
73	11	EA	13266	FILTER FUEL MTC-FD-4604		
				NAPA3899		

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74	11	EA	13268	FILTER FUEL		
				BF7668 NAPA3595		
75	4	EA	13269	FILTER FUEL		
				NAPA3311		
76	5	EA	13275	FILTER FUEL		
				NAPA3604XE		
77	4	EA	13280	FILTER FUEL		
				NAPA3719		
78	3	EA	13284	FILTER FUEL MITSUBISHI		
				ME222135 NAPA3745		
79	72	EA	13285	FILTER FUEL FLEETGUARD		
				FF5632 NAPA3966		
80	15	EA	13286	FILTER FUEL FLEETGUARD		
				FF5636 NAPA3936		
81	8	EA	13287	FILTER FUEL FLEETGUARD		
				FS1065 NAPA3965		
				NAPA 3965		
82	2	EA	13291	FILTER HYDRAULIC		
				NAPA1551		
83	2	EA	13292	FILTER HYDRAULIC		
				NAPA1759		
84	5	EA	13310	FILTER KIT TRANSMISSION		
				DET DIESEL 23019201 THICK		
				NAPA 1892		
85	12	EA	13318	FILTER HYDRAULIC SCAG		
				48758 NAPA1259		
86	4	EA	13323	FILTER FUEL KUBOTA		
				15831-43380 NAPA600039		

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87	6	EA	13331	FILTER FUEL		
				NAPA3406		
88	6	EA	13332	FILTER FUEL KUBOTA		
				12581-43012 NAPA3972		
89	4	EA	13333	FILTER FUEL		
				NAPA600149		
				P/N CHANGED NAPA 600149		
90	12	EA	13334	FILTER FUEL/WATER SEP.		
				ABP/N122-BR90-FRT-10		
				BALDWIN BF9871-0		
91	33	EA	13335	FILTER FUEL/WATER SEP.		
				NAPA3788		
				THIS IS A SPIN-ON FUEL/WATER SEPERATOR		
				THAT USES A GLASS BOWL ON BOTTOM.		
				BALDWIN BF9871-0		
92	22	EA	13337	FILTER FUEL		
				NAPA3995		
				BALDWIN BF1386-0		
93	11	EA	13341	FILTER FUEL/WATER SEP.		
				ABP/N122-R50550		
				THIS IS FLOW THRU FUEL WATER SEPERATOR		
				SUCH AS RACOR WITH GLASS BOWL. A SPIN ON		
				SOLID FILTER IS NOT ACCEPTABLE.		
				NAPA 3788 BALDWIN BF9871-0		
94	3	EA	13343	FILTER HYDRAULIC		
				NAPA1586		
95	5	EA	13347	FILTER FUEL COMBINATION		
				FF5776 NAPA600123		
				BALDMIN BF9885		

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96	4	EA	13348	FILTER HYDRAULIC SPIN ON		
				NEW WAY 119238		
				NAPA 1729		
97	6	EA	13359	FUEL WATER SEPERATOR		
				RAI R61709		
				FLEETGUARD FS20176		
				NAPA 600568		
				BALDWIN PF46235		
98	8	EA	13360	FUEL WATER SEPERATOR		
				INTERNATIONAL 4080114C2		
99	2	EA	13363	FUEL WATER SEPERATOR		
				KUBOTA RD451-51940		
100	2	EA	13408	FILTER OIL		
				PH43 NAPA1068		
101	8	EA	13410	FILTER OIL		
				PH8A NAPA1515		
102	12	EA	13411	FILTER OIL		
				PH20 NAPA1243		
103	8	EA	13420	FILTER OIL		
				PH21 NAPA1110		
104	60	EA	13421	FILTER OIL AC PF40		
				PH3387A NAPA1040		
105	2	EA	13427	FILTER OIL		
				PH16 NAPA1084		
106	9	EA	13431	FILTER OIL		
				PH13 NAPA1061		
107	1	EA	13441	FILTER OIL		
				NAPA1602		

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108	27	EA	13444	FILTER OIL		
				NAPA1085		
109	38	EA	13446	FILTER OIL		
				PH3600 NAPA1516		
110	7	EA	13447	FILTER OIL		
				PH2835 NAPA1348		
111	32	EA	13449	FILTER OIL		
				HPH9500 NAPA1748XD		
				THIS IS EXTENDED DRAIN FILTER.		
				description changed to extended drain fi		
				newer cummins engines. 07-11-05		
112	274	EA	13450	FILTER OIL		
				PH820 NAPA1372		
113	3	EA	13456	FILTER OIL		
				NAPA1601		
114	5	EA	13457	FILTER OIL		
				NAPA1394		
115	8	EA	13462	FILTER OIL JOHN DEERE		
				RE504836 NAPA7750S		
116	4	EA	13463	FILTER OIL		
				NAPA1334		
117	4	EA	13466	FILTER OIL		
				NAPA7744XD		
118	16	EA	13467	FILTER OIL		
				NAPA1042		
119	120	EA	13468	FILTER OIL		
				NAPA7060		
120	7	EA	13469	FILTER OIL		
				NAPA1675		

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121	8	EA	13472	FILTER OIL KUBOTA		
				HH1C0-32430 NAPA1307		
122	12	EA	13474	FILTER OIL TOYOTA ONLY		
				90915-YZZF2		
123	3	EA	13478	FILTER OIL		
				NAPA7746XD		
124	3	EA	13479	FILTER OIL IHC 1889124C91		
				NAPA7708		
125	21	EA	13481	FILTER OIL		
				NAPA7526		
126	48	EA	13485	FILTER OIL		
				NAPA100010		
127	3	EA	13489	FILTER HYDRAULIC KUBOTA		
				HHK70-14070 NAPA400013		
128	10	EA	13490	FILTER OIL		
				NAPA1365		
129	3	EA	14055	LIGHT AMBER STROBE		
				ECCO 6670A NAPA730-3091		
130	3	EA	14120	SEALED CLEARANCE MARKER LIGHT 2" RED		
				NAPA 1030, PM 146R, K-D 572-0601,		
				GROTE 45822, TRUCK LITE 30200R		
131	2	EA	14121	SEALED CLEARANCE MARKER		
				LIGHT 2" AMBER		
				NAPA 1030A, PM 146A, K-D 572-0101		
				GROTE 45823, TRUCK LITE 30200Y		
132	10	EA	14122	SEALED LAMP 4" RED		
				DOUBLE CONTACT		
				NAPA 4040, PM 426R, K-D 759-0655,		
				GROTE 52772, TRUCK LITE 40202R		

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133	6	EA	14144	LIGHT MARKER & CLEARANCE		
				2.5" LED RED T/L 1050		
134	2	EA	14151	LIGHT S/T/T RED LED OVAL		
				20 LED PTL6010R		
135	2	EA	14249	CONVEX MIRROR ASSEMBLY		
				6" BLACK PAINTED STEEL		
				NAPA 7317, PM 655, K-D 118-2308,		
				TRUCKLITE 97820		
				THIS MIRROR ASM HAS RIGHT ANGLE AND		
				UNIVERSAL CLAMP-ON MOUNTING BRACKETS		
				UNIVERSAL CLAMP-ON MOUNTING BRACKETS		
				INCLUDED IN KIT		
136	6	EA	14250	MIRROR CONVEX 8" BLACK		
				B/B 0755710		
137	24	EA	15122	FITTING HYD 1/4" MALE PIP		
				G25100-0404 GATES		
138	60	FT	15130	HOSE HYD 1/2" 2 STRAND		
				H42508 OR GATES 85602		
139	20	EA	15132	FITTING HYD 3/8" MALE JIC		
				G25165-0606 GATES		
140	6	EA	15149	COUPLER QUICK CONNECT		
				1/2" FEMALE BODY		
				PIONEER 4050-4 NAPA 725-1231		
141	5	EA	15152	COUPLER QUICK CONNECT		
				3/4" MALE TIP		
				PIONEER 4110-5 NAPA 725-1282		
142	2	EA	16097	SOLENOID (RELAY)		
				WESTERN 56131K		
				S.A.M. #1306310		

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143	3	EA	18954	RECEPTICLE POWER CHROME		
				8605688		
144	138	EA	19401	TIRE NEW HWT P225/60R18		
				99V A/SP CONTINENTAL		
				CONTI PRO CONTACT ONLY		
145	6	EA	19404	TIRE NEW HIGHWAY TREAD		
				255/70R22.5 L/R H		
146	48	EA	19405	TIRE NEW ALL SEASON		
				LT245/75R17 L/R E		
147	12	EA	19407	TIRE NEW ALL SEASON		
				195/75R16C		
148	38	EA	19410	TIRE NEW HIGHWAY TREAD		
				255/60R18 PURSUIT RATED		
149	4	EA	19528	TIRE NEW MUD & SNOW		
				19.5 X 24 L/R F BACKHOE R-4		
150	16	EA	19531	TIRE NEW HIGHWAY TREAD		
				LT245/75R16 L/R E		
151	39	EA	19542	TIRE NEW HWT GOODYEAR		
				G286 SS ONLY 425/65R22.5		
				G286 SS ONLY 425/65R22.5		
				L/R L TREAD DEPTH 20/32		
				MAX LOAD @ INFLATION 11400@120		
152	20	EA	19545	TIRE NEW HIGHWAY TREAD		
				12R22.5 L/R H		
				MIN 20/32" TREAD DEPTH & LOAD RATINGS OF		
				7200 LB SINGLE AND 6320 LB DUAL		
				Notified 10-24-94 goodyear has discontinued		
				unisteel II this size. The comparable replacement		
				is the G159. We have changed the discription		

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				on this item to annotate change -- Mike Creasman		
				4-3-02 spec comparisons were made between		
				goodyear g159 and the kumho 955. The g15		
				20/32 tread depth and load ratings of 73		
				and 6750 dual whereas the kumho is 18/32		
				7200 single and 6320 dual load. We recommend		
				we continue specifying g159 since this tire is		
				only for fire trucks with higher weight load.		
				Mike Creasman, Steve Hightower		
				The cost differential between the tires \$9.00		
				less for the kumho is not cost effective, when		
				comparing the tread depth and load differences.		
153	8	EA	19598	TIRE NEW HWT 385/65R22.5		
				L/R J		
154	7	EA	19947	BRAKE CHAMBER 30/30		
				AIR BRAKE		
155	3	ST	29933	DISC BRAKE PAD 0931.20		
				PERFORMANCE FRICTION		
				FOR 2003-UP CROWN VIC FRONT		
				NAPA FT7834		
156	1	EA	29934	DISC BRAKE PADS ROCKWELL		
				S2R 7017173 FIRE TRUCK		
				FLEETPRIDE KIT15625PM (DOES FRONT AXLE)		
157	36	EA	29938	BRAKE DRUM 16.5 X 7		
				WEBB 66884B		
				WEIGHT: 116LBS		
158	6	EA	29948	BRAKE DRUM 16.5 X 7 H/D		
				WEBB 66661B		
				WEIGHT: 128LBS		

City of Kingsport

PROCUREMENT MANAGER
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Fleet Maint Items
01 23

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159	4	ST	29950	DISC BRAKE PADS REAR		
				RABESTOS ATD-1057AP ONLY		
				DODGE CHARGERS -- POLICE FORMULATED		
				SP1057APPH		
160	2	EA	29954	BRAKE ROTOR FRONT		
				BD126269 DODGE CHARGER		
				AC DELCO 18A2343A		
161	2	EA	29955	BRAKE ROTOR REAR		
				BD126420 DODGE CHARGER		
				BD126420 DODGE CHARGER		
				AC DELCO 18A2367PV		
162	1	EA	29971	DISC PAD SET - REAR		
				171-1269 DELCO		
				NAPA FT8523		
				171-1269 supercedes 171-1032		
163	1	EA	29973	DISC PAD SET FRONT TAHOE		
				17D1367MHPV DELCO		
164	1	EA	29975	DISC PAD SET-REAR TAHOE		
				17D1194CHPV DELCO		
165	12	EA	29980	BRAKE CHAMBER LONG STROKE		
				30/30		
				NAPA VC3030LS		
166	1	EA	29986	DISC PAD SET ROCKWELL		
				MERITOR KIT2252H2DA		
				NAPA GFP1311-KV		
167	9	EA	29987	DISC BRAKE PADS FRONT		
				PFC 1767.20		
				NAPA UP 8998SD		
				2014 DODGE CHARGER		

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168	9	EA	29991	DISC BRAKE PADS REAR		
				PFC 1766.20 14 CHARGER		
169	2	EA	29992	BRAKE ROTOR FRONT		
				NAPA NB 48881774		
170	225	EA	20000	OIL DRI PREMIUM ABSORBENT		
				-CLAY BASED 40LB BAG		
171	36	CN	20150	PENETRANT WD-40 ONLY		
				8 OZ		
				NAPA 49005EM 20150 Extended Description:		
172	67	CN	20315	FLUID BRAKE		
				12 OZ		
173	9	EA	20330	GREASE WHEEL BEARING		
				1 LB PLASTIC CONTAINER		
				HIGH TEMP GREASE FOR USE BY BOTH DRUM		
				AND DISC BRAKES SYSTEMS.		
				THIS IS FOR AUTOMOTIVE, INDUSTRIAL, AND		
				MED-HEAVY TRUCK USE.		
174	3	EA	20370	RELAY ACCESSORY 40 AMP		
				4 PRONG--2 LARGE 2 SMALL		
				NAPA AR282 FORD F80Z-14N089-AA		
175	4	EA	20372	RELAY ACCESSORY AR 606		
				MINI 5-PIN		
176	8	EA	20404	FIRE EXTINGUISHER 5 LB		
				MODEL #A5A-1 CLASS ABC		
				ANSUL P/N 429105		
				NAPA 819-1005		
177	11	BX	20438	LATEX GLOVES-POWDER FREE		
				DISPOSABLE--EX-LARGE SIZE		
				SAS 6504 NAPA 360-133		

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178	2	EA	20440	TIRE GAUGE HEAVY DUTY		
				DUAL FOOT STRAIGHT/ANGLED		
				HEAD NAPA 90-383		
179	10	EA	20553	DUAL HEAD TRUCK AND AUTO		
				TIRE GAUGE WITH POCKET		
				CLIP. MINIMUM 20-120 PSI,SQUARE NYLON		
				INDICATOR BAR MARKED IN 2 POUND STEPS.		
				SUCH AS VICTOR V896, CHAMP 9-897,		
				MILTON S927, ETC		
180	3	EA	20730	TESTER ANTIFREEZE		
				CHAMP9-1830 NAPA700-1125		
181	24	BX	21236	NITRILE DISPOSABLE GLOVES		
				EXTRA-LARGE MECHANICS		
				LAWSON 64537, SAS 6609-20		
				GLOVES ARE CHEMICAL RESISTANT, PUNCTURE-		
				RESISTANT, HYPOALLERGENIC, NON-LATEX,		
				POWDER FREE, BOX OF 100.		
182	5	CN	21410	BATTERY TERMINAL PROTECTO		
				NAPA 765-1073		
183	11	CN	21412	BATTERY CLEANER		
				NAPA 765-1072		
184	30	DR	30003	AERIAL DEVICES HYDRAULIC		
				OIL ISO-AW 68		
				PREMIUM QUALITY GENERAL PURPOSE ANTI-		
				WEAR HYDRAULIC FLUID		
				AIRCRAFT TYPE HYDRAULIC OIL --		
				NON CONDUCTIVE		
185	2	CS	30045	OIL MOTOR NON DETERGENT		
				SAE30W 12QT/CASE NAPA 75-110		

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186	2	DR	30065	OIL MOTOR 40 W HD		
				DIESEL ENGINE 55 GL DRUM		
187	4	PL	30110	JCB HYDRAULIC OIL		
				4002/1602I 5 GL/PAIL		
				AW46		
				NAPA 85-805		
188	20	DR	30120	OIL MOTOR 5 W 20		
				55 GL DRUM THAT MEETS API		
				55 GL DRUM THAT MEETS API		
				CERTIFICATION AND FORD SPEC WSS-M2C153-H		
				THIS IS AN ALL-SEASON SYNTHETIC BLEND OIL.		
189	2	PL	50770	CHAIN STEEL 100'PAIL5/16"		
				CAMPBELL #018-1513		
				THIS IS HIGH TEST CHAIN WITH A WORKING		
				LOAD RATING OF 3900LB		
				SECURITY CHAIN # H0210-0505		
190	2	PL	50785	CHAIN STEEL 75'PAIL 3/8"		
				CAMPBELL #018-1613		
				THIS IS HIGH TEST CHAIN WITH A WORKING		
				LOAD RATING OF 5400LB		
				SECURITY CHAIN # H0210-0605		
191	15	EA	51415	CHAIN HOOK, CELVIS 1/4"		
				DROP FORGED STEEL GRAB		
				SECURITY CHAIN # H7626-0400		
192	12	EA	51432	LOAD BINDER-RATCHET STYLE		
				5/16" CHAIN VW 142510		
193	12	EA	51434	LOAD BINDER-RATCHET STYLE		
				3/8" CHAIN VW 142512		
				NAPA 4594321		

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194	4	EA	51450	GREASE GUN LEVER STYLE		
				PITPRO PT142		
195	6	EA	51460	GREASE GUN PISTOL GRIP		
				PIT PRO PT320		