



### **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: 12/02/23  
F.O.B. Kingsport  
Total Number of Pages: 52

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 9, 2024, at which time will be publicly opened in Conference Room 436, 4<sup>th</sup> 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 contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

## 26. GENERAL:

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

## 27. IRAN DIVESTMENT ACT:

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

## 28. NON-COLLUSION:

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

## 29. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

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

## 30. NON-BOYCOTT OF ISRAEL AFFIDAVIT

- a) Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

## **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

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Signature

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Company Name

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Title

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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

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Signature

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Company Name

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Title

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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

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Signature

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Company Name

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Title

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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

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Signature

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Company Name

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Title

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## **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



**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

Fleet Maint Items 01 24
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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

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ISSUE DATE	BID OPENING DATE	TERMS	FOB	DELIVERY DATE
12/2/2023	1/9/2024			

  

ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST
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1	14	EA	10000	ALARM BACKUP WARNING		
				12V 97DB NAPA 730-1075		
				ECCO MODEL 510		
2	8	EA	10051	BLADE W S W HD 17"		
				ANCO 31-17		
				THIS IS A UNIVERSAL WIPER BLADE THAT		
				FITS HOOK TYPE, PIN TYPE, AND STRAIGHT		
				END TYPE WIPER ARM.		
3	30	EA	10052	BLADE W S W HD 20"		
				ANCO 31-20 (NEW STYLE)		
				THIS IS A UNIVERSAL WIPER BLADE THAT		
				FITS HOOK TYPE, PIN TYPE, AND STRAIGHT		
				END TYPE WIPER ARM.		
4	3	EA	10081	LOCKING THROTTLE CABLE		
				5 FT "T" HANDLE 731-1103		
				NAPA		
5	2	EA	10085	CAP RADIATOR 16 LB		
				MURRAY 7016 NAPA 703-1446		
6	1	EA	10187	BREAK AWAY SYSTEM		
				NAPA 755-2095		
7	2	EA	10361	CLAMP MUFFLER 4"		
8	3	EA	10374	EXHAUST BAND CLAMP		
				3"		
				NAPA 733-5978		
9	6	EA	10400	JUNCTION BOX ASM		
				MIDLAND BE22040		
				VELVAC 055060, ECHLIN JB3100		



# City of Kingsport

Fleet Maint Items 01 24
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CHANGES CHANGES OR SUGGESTIONS OFFERING COST  
ECONOMIES ARE SOLICITED.

VENDOR ADDRESS

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ISSUE DATE	BID OPENING DATE	TERMS	FOB	DELIVERY DATE
12/2/2023	1/9/2024			

  

ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST
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10	42	EA	10593	FLASHER ELECTRONIC SHORT 2 PRONG NAPA 262 GROTE 44530, TRUCK LITE 97966, PM555F		
11	3	EA	10600	FLASHER F67Z-13350-AA RANGER		
12	3	EA	11043	BULB HEADLAMP 12V 55W H7		
13	46	EA	11050	DROP LIGHT BULB NAPA 782-7013 75W 120V NAPA 58517		
14	30	EA	11061	BULB 3157 MADE IN USA ONLY		
15	15	EA	11062	BULB 3157NA MADE IN USA ONLY		
16	170	EA	11088	BULB 194 MADE IN USA ONLY		
17	120	EA	11097	BULB 1156 MADE IN USA ONLY		
18	310	EA	11098	BULB 1157 MADE IN USA ONLY		
19	34	EA	11110	BULB SEALBEAM H6054 HALAGEN 2/BULB LIGHT		
20	9	EA	11113	BULB 9006		
21	2	EA	11117	BULB QUARTZ HALOGEN 130V 500T3QCL REGENT FLOODLIGH DAMAR # 1018C 500T3QCL		
22	1	EA	11342	HYD TANK CAP ASSEMBLY PAK-MOR 2231126 BUYERS GUIDE BC40		

# City of Kingsport

Fleet Maint Items 01 24
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PROCUREMENT MANAGER  
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KINGSPORT, TN 37660  
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CHANGES CHANGES OR SUGGESTIONS OFFERING COST  
ECONOMIES ARE SOLICITED.

VENDOR ADDRESS

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ISSUE DATE	BID OPENING DATE	TERMS	FOB	DELIVERY DATE	
12/2/2023	1/9/2024				
ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST

23	3	CS	11614	PREMIUM 2-STROKE ENGINE		
				OIL 2.6 OZ BOTTLE		
				48 bottles per case		
				echo # 999888-00079		
24	2	EA	11624	CUTTING HEAD WEDEATER		
				STIHL 4002 710 2191		
25	6	EA	11705	SWITCH, PTO (DECK)		
				483957 SCAG		
				OLD # 481687		
26	3	EA	11730	BLADE DRIVE BELT 481558		
				FOR SCAG STT61		
				GATES 6566BR		
27	30	EA	11733	CUTTER BLADE 21" 482881		
				FOR SCAG STT61 (481708)		
				NAPA 7-04793		
28	6	EA	11734	BLADE DRIVE BELT 481980		
				FOR SCAG STT72		
				BLADERUNNER 6741BR		
29	9	EA	11735	CUTTER BLADE 24" 481709		
				FOR SCAG STT72		
				NAPA 7-04955		
30	5	EA	11741	DECK DRIVE BELT 482876		
				SCAG		
31	4	EA	11744	GREASE CAP 481559		
				SCAG		
32	10	EA	11746	SLOTTED NUT (BLADE)		
				00020900 ALAMO		

# City of Kingsport

Fleet Maint Items 01 24
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VENDOR ADDRESS

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ISSUE DATE	BID OPENING DATE	TERMS	FOB	DELIVERY DATE
12/2/2023	1/9/2024			

  

ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST
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33	10	EA	11747	BLADE BOLT 02782900		
				ALAMO		
34	8	EA	11748	LOCKWASHER 02957089		
				ALAMO		
35	10	EA	11749	ROLL PIN 00023200		
				ALAMO		
36	1	EA	11758	KNIFE HEAD # 1874		
				FOR ALAMO MDL # H2576R		
37	8	EA	11781	MOWER BLADE		
				2Z01S140 SPIDER		
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	9	EA	13035	FILTER AIR		
				CA258 NAPA2126		
43	2	EA	13070	FILTER AIR INNER DONALDSN		
				P527680 NAPA6429		
44	2	EA	13071	FILTER AIR		
				CA4304 NAPA2533		
45	21	EA	13081	FILTER AIR		
				NAPA6253		
46	2	EA	13087	FILTER AIR		
				CA1544SY NAPA6522		

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47	2	EA	13089	FILTER AIR NAPA6744		
48	6	EA	13090	FILTER AIR NAPA6607		
49	2	EA	13098	FILTER AIR CAK256 NAPA2276		
50	3	EA	13100	FILTER AIR INNER JCB 32/915801 NAPA6837		
51	3	EA	13101	FILTER AIR OUTER JCB 32/915802 NAPA6836		
52	1	EA	13105	FILTER AIR OUTER JCB 32/925401		
53	10	EA	13115	FILTER AIR NAPA2843		
54	6	EA	13119	FILTER AIR OUTER NAPA6438		
55	3	EA	13126	FILTER AIR INNER NAPA6672		
56	2	EA	13127	FILTER AIR AC A3095C NAPA9429		
57	4	EA	13133	FILTER AIR NAPA2809		
58	11	EA	13137	FILTER CABIN AIR NAPA9082		
59	4	EA	13138	FILTER AIR NAPA6814		
60	4	EA	13139	FILTER CABIN AIR NEW HOLLAND 87314367		

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61	9	EA	13140	FILTER AIR		
				NAPA9746		
62	9	EA	13141	FILTER CABIN AIR		
				NAPA4048		
63	2	EA	13144	FILTER AIR JOHNSTON		
				295095-2 NAPA9665		
				P607542 DONALDSON		
64	11	EA	13145	FILTER AIR JOHNSTON		
				295095-3 NAPA2795		
				P606121 DONALDSON		
65	2	EA	13146	FILTER AIR		
				NAPA6449		
66	5	EA	13149	FILTER AIR		
				NAPA2444		
67	11	EA	13153	FILTER CABIN AIR		
				NAPA4017		
68	2	EA	13199	FILTER CRANKCASE		
				CV5060300 FLEETGUARD		
				CUMMINS 4939749		
69	5	EA	13203	FILTER FUEL		
				PS3607 NAPA3369		
70	9	EA	13211	FILTER FUEL		
				P1145 NAPA3472		
				filter can be no more than 5.5" height		
				filter can be no more than 5.5" height		
				BF1226 / NAPA 600028		

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------	------	-----	-----	-----------	------------

71	24	EA	13214	FILTER FUEL CLEAR PLASTIC		
				NAPA3001		
				FOR 1/4" FUEL LINE		
				p/n changed to plastic filter instead of		
				leaf machines. mike creasman		
				p/n changed for filter in box instead of		
				pack		
72	8	EA	13237	FILTER FUEL		
				P1130 NAPA3370		
73	2	EA	13242	FILTER FUEL LUBER FINER		
				LFP2100C NAPA3111		
				BALDWIN BF1211		
74	2	EA	13246	FILTER FUEL		
				PCS5060G NAPA3418		
75	17	EA	13254	FUEL WATER SEPERATOR		
				THOMAS 8627-0004 NAPA3442		
				RACOR S3202		
				THIS IS A SPIN-ON FUEL/WATER SEPERATOR		
				THAT USES A GLASS BOWL ON BOTTOM.		
76	13	EA	13260	FILTER FUEL/WATER SEP		
				BLUEBIRD 1967009 NAPA3231		
				RACOR R90-BB-02		
				THIS IS A SPIN-ON FUEL/WATER SEPERATOR		
				THAT USES A GLASS BOWL ON BOTTOM.		
77	4	EA	13287	FILTER FUEL FLEETGUARD		
				FS1065 NAPA3965		
				NAPA 3965		

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ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST

78	5	EA	13296	FILTER HYDRA SALT SPREAD P1654A NAPA1553		
79	3	EA	13297	FILTER HYDRAULIC NAPA1623		
80	12	EA	13298	FILTER HYD D6NNB486A FORD TRACTOR NAPA1712		
81	2	EA	13304	FILTER COOLANT NAPA4083		
82	2	EA	13312	HYDRAULIC FILTER FK-020-GG-B PTI TECH INC FOR TELESQUIRT PARKER 932617Q, BALDWIN H9045 NAPA 7857		
83	3	EA	13320	FILTER FUEL NAPA3674		
84	24	EA	13322	FILTER FUEL NAPA3600		
85	7	EA	13324	FILTER FUEL KUBOTA HH1G0-43560 NAPA3393		
86	12	EA	13325	FILTER HYDRAULIC KUBOTA HHTA0-37710 NAPA7098		
87	20	EA	13338	FILTER FUEL NAPA3721 BALDWIN BF7943		
88	8	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		

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ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST

89	3	EA	13343	FILTER HYDRAULIC		
				NAPA1586		
90	65	EA	13344	FILTER FUEL		
				FLEETGUARD FF63009		
				New P/N FF63054NN		
				NAPA 600564 WIX WF10564		
				BALDWIN BF63000		
91	2	EA	13346	FILTER FUEL		
				NAPA3628		
92	1	EA	13352	FILTER FUEL		
				NAPA600066		
93	3	EA	13363	FUEL WATER SEPERATOR		
				KUBOTA RD451-51940		
94	2	EA	13364	FILTER FUEL JOHN DEERE		
				DZ115391 RE551507		
95	2	EA	13365	FILTER FUEL JOHN DEERE		
				DZ115390 RE551508		
96	4	EA	13369	FILTER FUEL FLEETGUARD		
				FF63041NN		
97	3	EA	13370	FUEL WATER SEPERATOR		
				BALDWIN BF46169-0		
				RAYCOR R34000-BB-01		
				this is a fuel water seperator that		
				uses a glass/plastic bowl on it.		
98	2	EA	13414	FILTER OIL		
				C175AP NAPA1753		
99	2	EA	13427	FILTER OIL		
				PH16 NAPA1084		



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12/2/2023	1/9/2024				
ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST

100	3	EA	13437	FILTER OIL 1-13200487		
				ISUZU NAPA1798		
101	3	EA	13445	FILTER OIL		
				PH3766 NAPA1742		
102	7	EA	13447	FILTER OIL		
				PH2835 NAPA1348		
103	278	EA	13450	FILTER OIL		
				PH820 NAPA1372		
104	5	EA	13451	FILTER OIL		
				PH3786 NAPA1734		
105	102	EA	13453	FILTER OIL NAPA7182		
				NAPA 7028 SUPERSEDED BY 7182--07-28-03		
106	24	EA	13454	FILTER OIL		
				PH59 NAPA1522		
107	23	EA	13458	FILTER OIL FL-2016		
				MOTORCRAFT ONLY		
108	6	EA	13459	FILTER OIL		
				NAPA1459		
109	9	EA	13462	FILTER OIL JOHN DEERE		
				RE504836 NAPA7750S		
110	2	EA	13463	FILTER OIL		
				NAPA1334		
111	13	EA	13465	FILTER OIL		
				NAPA7203		
112	6	EA	13472	FILTER OIL KUBOTA		
				HH1C0-32430 NAPA1307		
113	52	EA	13475	FILTER OIL		
				NAPA1215		

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ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST
------	------	-----	-----	-----------	------------

114	20	EA	13480	FILTER OIL		
				NAPA1660		
				BALDWIN B7409		
115	2	EA	13482	FILTER OIL		
				NAPA7213		
116	6	EA	13491	FILTER OIL		
				NAPA1056		
117	5	EA	13492	FILTER OIL		
				NAPA7082		
118	4	EA	13493	FILTER OIL		
				FLEETGUARD LF14002NN		
119	6	EA	14017	LIGHT CLEARANCE PM106A		
				NAPA1264A		
120	6	EA	14020	TAILLIGHT ASY PASS SIDE		
				NAPA 4014 PM442L		
				K-D 257-2663 Grote 50902		
121	44	EA	14027	LIGHT BULB BEACON LIGHT		
				ED-12258 12V 55W H1 BULB		
122	2	EA	14048	BULB S/T/T SNAP-IN-DUAL		
				FILAMENT WHELEN STOPSN12		
				NAPA/ TRUCK-LITE 60-25123		
123	11	EA	14049	BULB HALOGEN WHELEN		
				H50ASN12 NAPA 60-50124		
124	7	EA	14056	STOP LIGHT BUS SMALL		
				GROTE 50852 ONLY		
125	3	EA	14063	MINI LED LIGHT BAR AMBER		
				BUYERS 8891100		

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126	3	EA	14064	MOUNTING BRACKET KIT BUYERS 8891010	
127	10	EA	14124	SEALED CLEARANCE MARKER LIGHT 2 1/2" RED NAPA 1011, PM V143R, K-D 571-0601, GROTE 45832, TRUCKLITE 10205R	
128	3	EA	14146	LIGHT MULTI-FUNCTION LED-SEALED T/L 5060 ROADSIDE W/LISCENSE	
129	3	EA	14151	LIGHT S/T/T RED LED OVAL 20 LED PTL6010R	
130	3	EA	14153	LIGHT 3 HEAD LED CLEAR 12-24VDC 730-7968	
131	1	EA	14154	LIGHT 3 HEAD LED AMBER WARNING 12-24VDC 730-7992	
132	3	EA	14156	LED SPOT LIGHT 5" ROUND BUYERS 1492110	
133	3	EA	14161	LED MARKER/CLEARANCE LAMP T/L 35200Y AMBER	
134	4	EA	14162	LED STROBE ULTRA THIN AMBER/CLEAR BUYERS 8892202	
135	5	EA	15148	MALE HOSE FITTING 1" PIRANHA J ML16P	
136	2	EA	15983	OIL LEVEL SITE GAUGE BUYERS LDR04	
137	3	EA	16010	VALVE "A" P/N15393 SNOWPLOW	

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138	8	PR	16017	HINGE PIN W/CLIP 5/8"		
				MEYER 08575 PICKUP		
139	12	EA	16019	MARKER KIT		
				MEYER 09916		
140	4	EA	16021	BLADE GUIDE WESTERN 59700		
141	2	EA	16033	"C" SOLENOID VALVE ASM		
				MEYER 15358		
142	7	EA	16105	HOLD DOWN KIT (STRAPS)		
				BUYERS 1496505		
143	5	EA	18891	ENGINE BLOCK HEATER CORD		
				SINGLE 61230430		
				FOR CUMMINS 6BTA-190 ENGINE		
				KIM HOTSTART # 11PR72T		
144	4	EA	18892	ENGINE BLOCK HEATER CORD		
				DUAL 1998038		
145	1	EA	18953	BELT ENGINE K080813HD		
				CUMINS 3967026		
				NAPA 25-080813HD		
146	3	EA	19115	PC BOARD W/PIGTAIL DOOR		
				4124-ECC		
147	16	EA	19400	TIRE NEW HIGHWAY TREAD		
				P235/55R17 PURSUIT RATED		
				(98 W) TIRE EAGLE RS-A OR EQUIV		
148	2	EA	19528	TIRE NEW MUD & SNOW		
				19.5 X 24 L/R F BACKHOE		
				R-4		
149	12	EA	19531	TIRE NEW HIGHWAY TREAD		
				LT245/75R16 L/R E		

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ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST

150	8	EA	19536	TIRE NEW MUD AND SNOW		
				10R22.5 L/R G		
151	12	EA	19537	TIRE NEW HIGHWAY TREAD		
				225/70R19.5 L/R G		
152	24	EA	19538	TIRE NEW MUD AND SNOW		
				225/70R19.5 L/R G		
153	76	EA	19541	TIRE NEW ALL SEASON		
				LT225/75R16 L/R E		
154	11	EA	19544	TIRE NEW STEERING TREAD		
				315/80R22.5 L/R J ONLY		
				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		
155	19	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 discontin		
				unisteel II this size. the comparable re		
				is the G159. we have changed the discrip		
				this item to annotate change -- mike cre		
				4-3-02 spec comparisons were made betwee		
				goodyear g159 and the kumho 955. the g15		
				20/32 tread depth and load ratings of 73		
				and 6750 dual whreas the kumho is 18/32		
				7200 single and 6320 dual load. we reco		

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				continue secifying g159 since this tire		
				ly for fire trucks with higher weight lo		
				mike creasman, steve hightower, chuck st		
				the cost differential between the tires		
				for the kumho is not cost effective, whe		
				ing the tread depth and load differences		
156	6	EA	19547	TIRE NEW HWT LOW BOY HD		
				8-14.5LT L/R F TRAILER		
157	6	EA	19581	TIRE NEW HIGHWAY TREAD		
				LT235/85R16 L/R E		
158	12	EA	19587	TIRE NEW MUD & SNOW		
				11R22.5 L/R H (DRIVE POS)		
				LOAD RANGE CHANGED TO H		
159	55	EA	19596	TIRE NEW HIGHWAY TREAD		
				11R22.5 L/R H		
				THESE ARE STEERING AXLE TIRES NOT USED		
				ON TRAILERS		
				MINIMUM TREAD DEPTH 18/32"		
				225/70/15		
				LOAD RANGE CHANGED TO H		
160	12	EA	19598	TIRE NEW HWT 385/65R22.5 L/R J		
161	20	ST	29933	DISC BRAKE PAD 0931.20		
				PERFORMANCE FRICTION		
				FOR 2003-UP CROWN VIC FRONT		
				NAPA FT7834		
162	1	EA	29934	DISC BRAKE PADS ROCKWELL		
				S2R 7017173 FIRE TRUCK		
				FLEETPRIDE KIT15625PM (DOES FRONT AXLE)		

# City of Kingsport

Fleet Maint Items 01 24
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PROCUREMENT MANAGER  
415 BROAD STREET  
KINGSPORT, TN 37660  
PH. 423-229-9419  
FAX 423-224-2433

## THIS IS NOT AN ORDER

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ECONOMIES ARE SOLICITED.

VENDOR ADDRESS

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ISSUE DATE	BID OPENING DATE	TERMS	FOB	DELIVERY DATE
12/2/2023	1/9/2024			

  

ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST
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163	4	EA	29942	BRAKE LINING SET		
				COMBO 4515 BOLT ON		
				COMBO 4515 BOLT ON		
				Kit XK4034515PC		
164	10	EA	29946	AXLE FLANGE GASKET		
				330-3106 8 HOLE 7" BOLT		
165	18	ST	29949	DISC BRAKE PADS FRONT		
				RABESTOS ATD-1058P ONLY		
				DODGE CHARGERS -- POLICE FORMULATED		
				P/N CHANGE SP1058PPH		
166	14	ST	29950	DISC BRAKE PADS REAR		
				RABESTOS ATD-1057AP ONLY		
				DODGE CHARGERS -- POLICE FORMULATED		
				SP1057APPH		
167	6	EA	29953	BRAKE DRUM		
				WEBB 66826B		
168	1	EA	29967	DISC PAD SET FRONT		
				171-0977 DELCO		
169	2	EA	29968	ROTOR REAR EXPRESS 4500		
				177-1101 DELCO		
170	1	EA	29986	DISC PAD SET ROCKWELL		
				MERITOR KIT2252H2DA		
				NAPA GFP1311-KV		
171	2	EA	29992	BRAKE ROTOR FRONT		
				NAPA NB 48881774		
172	2	EA	29997	BRAKE PAD FRONT DODGE		
				68532199-AC		
				DURANGO PURSUIT		

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12/2/2023	1/9/2024				
ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST

173	16	CN	20160	PENETRANT LIQ WRENCH		
				12 OZ		
				NAPA L112		
174	658	CN	20185	CLEANER DISC BRAKE		
				SPRAY 16 OZ		
				NON-CHLORINATED FOR USE ON DISC, DRUM,		
				ABS BRAKES		
175	906	BT	20200	CLEANER WINDSHIELD WASHER		
				CONCENTRATE 16 OZ		
176	40	CN	20235	CLEANER CARB CHOKE		
				SPRAY 13 OZ		
				MUST BE SAFE FOR CATALYTIC CONVERTOR AND		
				OXYGEN SENSOR, AND MUST STATE SO ON CAN.		
177	2	CN	20240	BELT DRESSING		
				SPRAY 12 OZ		
				NAPA 1397		
178	54	RL	20360	TAPE AUTO ELECT 3/4"X 60'		
				U/L APPROVED VINYL		
179	4	EA	20371	ACCESSORY RELAY 5 PIN		
				NO TAB NAPA AR201		
180	63	EA	20403	FIRE EXTINGUISHER 2 1/2LB		
				VEH TYPE MODEL #250MA		
				CLASS ABC ANSUL P/N 79735		
181	128	CN	20407	PAINT SPRAY GLOSSY BLACK		
				11 OZ KRYLON # 1601		
				MAJIC # MS120		
				NAPA DA1600		



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ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST

182	78	CN	20409	PAINT SPRAY GLOSSY WHITE		
				11 OZ KRYLON # 1501		
				MAJIC # MS100		
183	67	CN	20411	PAINT SPRAY DOVE GRAY		
				11 OZ KRYLON # 1605		
184	39	BX	20432	LATEX GLOVES-POWDER FREE		
				DISPOSABLE--MEDIUM SIZE		
				BOX OF 100		
				SUCH AS KEL-SAN A500M		
				SAS 6592		
				NAPA 360-131		
185	48	BX	20436	LATEX GLOVES-POWDER FREE		
				DISPOSABLE--LARGE SIZE		
				SAS 6503		
186	13	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		
187	15	EA	20554	SINGLE HEAD AUTOMOBILE		
				TIRE GAUGE WITH POCKET		
				CLIP. MINIMUM 10-50 PSI, NYLON		
				INDICATOR BAR MARKED IN 1 POUND STEPS.		
				SIMILAR TO MILTON S921,CHAMP 9-3240,		
				VICTOR V902. METAL OR PLASTIC GAUGE IS		
				ALLOWED.		
				NAPA 90-378		

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ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST

188	111	GL	20860	EXTENDED LIFE COOLANT		
				DEX-COOL GM APPROVED		
				ANTIFREEZE SILICATE-FREE ETHYLENE GLYCOL		
				FORMULA FOR UNIVERSAL USE		
				FULL STRENGTH		
189	12	PT	20865	COOLING SYSTEM TREATMENT		
				FOR DIESEL ENGINES		
				FOR DIESEL ENGINES		
				PENCOOL 3000 ONLY		
190	2	CS	21010	EDCO GUARDIAN RED GREASE		
				(TRACTORS)		
				PREMALUBE GREEN #2		
191	16	EA	21527	16 OZ PLASTIC SPRAY		
				BOTTLE		
				NAPA 770-2411		
192	13	CN	21528	WINDOW (GLASS) CLEANER		
				18 OZ SPRAY		
193	10	DR	30010	FLUID TORQUE		
				MERCON/DEXTRON III 55 GAL		
194	10	DR	30060	OIL MOTOR 10 W 30		
				55 GL DRUM THAT MEETS API		
				NAPA 75-505		
195	39	DR	30085	OIL MOTOR 15 W 40		
				55 GL DRUM THAT MEETS API		
				CJ-4 SPECS PREMIUM QUALITY HEAVY-DUTY		
				ENGINE OIL FOR USE IN BOTH (EGR AND NON		
				EGR) DIESEL AND FOUR STROKE GASOLINE		
				ENGINES IN A WIDE RANGE OF APPLICATIONS,		

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ITEM	QTY.	U/M	NBR	UNIT COST	TOTAL COST

				INCLUDING TRUCKS OF ALL SIZES, LARGE AND		
				SMALL FARM MACHINERY, CONSTRUCTION		
				EQUIPMENT, AND AUTOMOBILES.		
				MUST BE GUARDOL 15W40, TEXACO URSA 15W40		
				SHELL ROTELLA T 15W40, MOBIL DELVAC,		
				CITGARD 500, EXXON XD-3, CHEVRON DELO,		
				QUAKER STATE UNIVERSAL HDX, OR EQUIV.		
				NAPA 550045148		
196	4	PL	30110	JCB HYDRAULIC OIL		
				4002/1602I 5 GL/PAIL		
				AW46 NAPA 85-805		
197	3	PL	30115	KOMATSU HYDRAULIC OIL		
				KM 1400501H1 5 GL/PAIL		
198	3	PL	30118	CAT HYDO ADVANCED 10		
				HYDRAULIC OIL 5 GL/PAIL		
				309-6931 SAE 10		
199	16	PL	30140	FLUID-MULTIFUNCTION		
				LUBRICATION 5GL/PL		
				FOR USE IN		
				HYDRAULICS, TRANSMISSION, DIFFERENTIAL,		
				AND WET BRAKE SYSTEMS.		
				COMPATABLE WITH: FORD 134, KUBOTA UDT,		
				JOHN DEERE HY-GARD, CASE TCH.		
200	4	PL	30145	HYDRAULIC FLUID 5GAL/PAIL		
				POWERFLOW HE 32		
				PHILLIPS 66		
				5 GL PAIL		

