



### **Required Documents Checklist for Bids**

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

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

- ☐ Signed Bid Form with Pricing
- ☐ Signed 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  
225 W Center Street  
Kingsport, TN 37660  
phone (423) 229-9419 or fax (423) 224-2433

Date Issued: 12/01/19  
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 07, 2020, at which time will be publicly opened in the Council Room, City Hall, 225 W. Center Street, Kingsport, Tennessee. **IN THE LOWER LEFT CORNER OF YOUR ENVELOPE ADDRESSED TO ABOVE, MARK YOUR ENVELOPE "FLEET MAINTENANCE ITEMS" AND DATE OF THE BID OPENING.**

### READ TERMS AND CONDITIONS BEFORE COMPLETING THIS FORM

Item	Quantity	U/I	Description	Unit Price	Total Price
01		EA	<p>VARIOUS FLEET MAINTENANCE ITEMS AS SPECIFIED ON THE FOLLOWING PAGES. VENDOR IS REQUIRED TO COMPLETE THE FOLLOWING PAGES IN THIS PACKET TO RECORD PRICING.</p> <p><u>PRICES OFFERED ARE TO REMAIN FIRM FOR TWELVE MONTHS FOLLOWING THE BID OPENING DATE.</u></p> <p>THE QUANTITIES SPECIFIED ON THE FOLLOWING PAGES ARE ESTIMATES ONLY. THE CITY WILL ORDER ITEMS ON AN AS NEEDED BASIS. AWARD OF BID DOES NOT GUARANTEE THAT WE WILL PURCHASE THE QUANTITY SPECIFIED.</p> <p>THIS FORM MUST BE SIGNED TO BE CONSIDERED COMPLETE.</p>		

In compliance with this Invitation for Bid and subject to all conditions thereof, the undersigned agrees, if this bid is accepted within 60 days from the date of the opening, to furnish all of the material/service upon which prices are quoted, delivered at the designated point(s) within the time specified.

- (A) Terms: NET  
(B) Delivery/Job completion within \_\_\_\_\_ days after notification.  
(C) Specification/Letter of explanation enclosed: YES ( ) NO ( )

\_\_\_\_\_  
Handwritten Signature of Authorized Representative

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

**THIS FORM MUST BE SIGNED TO BE CONSIDERED COMPLETE**

## TERMS AND CONDITIONS

1. Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Each bid will be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Telephone bids or fax bids will not be accepted. Unless otherwise stated by the City, no bidder may withdraw his bid within a period of sixty (60) days after the date set for the opening of bids.
2. If prices are quoted FOB Kingsport, TN., delivery to City of Kingsport locations shall be without additional charge.
3. Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Procurement Manager. An interpretation of the documents will be made only by addendum issued by the Procurement Manager to each firm to whom an invitation was forwarded. The City will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.
4. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent.
5. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.
6. Taxes. The City is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.
7. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
8. Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form.
9. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.
10. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract, whichever is the later date.
11. Charges for boxing or cartage will not be allowed unless previously agreed upon.
12. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
13. Bidder agrees to defend and save City of Kingsport from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
14. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail.
15. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
16. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
17. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.
18. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.
19. The City, in accordance with its governing directives, reserves the right to reject any and all bids, to waive any informality or irregularities in bids and unless otherwise specified by the bidder, to accept any item.
20. This Bid includes an option to allow the City of Kingsport the right to purchase additional vehicles/equipment. The City's use of this option will be dependent upon the price offered by the vendor and the availability of funding. The City may exercise this option clause for a period of twelve (12) months after the award of the Bid. The City is aware that costs may increase for vehicle/equipment manufacture and delivery, and therefore a price adjustment for unit cost may be negotiated between the two parties. Documentation of cost increase is to be provided to the City by the Awarded Bidder as requested.

21. The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.
22. **CONFLICT OF INTEREST:**
- a) No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
  - b) No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
  - c) The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
  - d) By submission of this bid, the vendor is certifying that no conflicts of interest exist.
23. **DRUG FREE WORKPLACE REQUIREMENTS:**
- a) Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.
24. **ELIGIBILITY:**
- a) The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.
25. **GENERAL:**
- a) Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
  - b) Such offer is genuine and is not a collusive or sham offer.
26. **IRAN DIVESTMENT ACT:**
- a) Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.
27. **NON-COLLUSION:**
- a) Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
  - b) The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
28. **BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:**
- a) In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

**BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)**

**49 CFR Part 661**

**(FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS  
>\$100,000.00)**

**Buy America** – 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.

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.

The contractor agrees to provide signed Buy America Certificate(s) or Compliance to the City of Kingsport/KATS for any subcontractor(s) who provides work related to this contract.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(l)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323 (j)(l) and the applicable regulations in 49 C.F.R. Part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with Buy America Requirements*

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Return signed form with bid proposal.**

**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

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known.   Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>      Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b>   _____	<b>7. Federal Program Name/Description:</b>   CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>  _____	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):     _____	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):     _____	
16 Information requested through this form is authorized by title 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.	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL

## **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.

**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.



## **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.

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

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

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

**CLEAN WATER REQUIREMENTS**

**33 U.S.C. 1251**

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

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

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

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

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

## **FLY AMERICA REQUIREMENTS**

**49 U.S.C. § 40118**

**41 CFR Part 301-10**

**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.

### **Veterans Employment**

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or 51 FTA Master Agreement MA(21), 10-1-2014 appropriated for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**City of Kingsport**  
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 225 W. CENTER STREET  
 KINGSFORT, TN 37660  
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 FAX 423-224-2433

Fleet Maint. Items 01 20
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**THIS IS NOT AN ORDER**

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

FROM: 

VENDOR _____
ADDRESS _____
_____

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

ISSUE DATE		BID OPENING DATE		TERMS	FOB	DELIVERY DATE
12/01/19		01/07/20 at 4:00 P.M.				
ITEM	QTY.	U/M	NBR	DESCRIPTION	UNIT COST	TOTAL COST

1	13	EA	10000	ALARM BACKUP WARNING		
2	20	EA	10064	WIPER BLADE ANCO 31-19		
				TRICO 38-190		
				THIS IS A UNIVERSAL WIPER BLADE THAT		
				FITS HOOK TYPE, PIN TYPE, AND STRAIGHT		
				END TYPE WIPER ARM.		
3	130	EA	10065	WIPER BLADE ANCO 31-22		
				THIS IS A UNIVERSAL WIPER BLADE THAT		
				FITS HOOK TYPE, PIN TYPE, AND STRAIGHT		
				END TYPE WIPER ARM.		
4	20	EA	10067	WIPER BLADE 31-24		
5	3	EA	10081	LOCKING THROTTLE CABLE		
				5 FT "T" HANDLE 731-1103		
				NAPA		
6	2	EA	10085	CAP RADIATOR 16 LB		
				MURRAY 7016 NAPA 703-1446		
7	6	EA	10088	WIPER BLADE 22A		
				DRIVER SIDE		
8	6	EA	10089	WIPER BLADE 22B		
				PASSENGER SIDE		
9	4	EA	10091	WIPER BLADE TRICO 25-210		

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10	4	EA	10092	WIPER BLADE TRICO 25-240		
11	6	EA	10106	HITCH PIN 5/8"		
				NAPA 755-1073		
12	6	EA	10400	JUNCTION BOX ASM		
				MIDLAND BE22040		
				VELVAC 055060, ECHLIN JB3100		
13	6	CN	10401	NYK CORROSION PREVENTIVE		
				COMPOUND TRUCKLITE 97940		
14	2	EA	10600	FLASHER		
				F67Z-13350-AA RANGER		
15	48	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.		
16	2	EA	10785	TURN SIGNAL SWITCH KIT		
				THOMAS TBB DAC TS012		
17	60	EA	11061	BULB 3157		
				MADE IN USA ONLY		
18	20	EA	11062	BULB 3157NA		
				MADE IN USA ONLY		

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19	10	EA	11076	BULB SEALBEAM 4411		
20	90	EA	11097	BULB 1156		
				MADE IN USA ONLY		
21	9	EA	11109	BULB SEALBEAM 7400		
22	5	EA	11112	BULB 9005		
23	10	EA	11113	BULB 9006		
24	6	EA	11119	BULB SEALBEAM HIGH BEAM		
				H4651		
				FORD 1234		
				CHEVY 4567		
25	2	EA	11411	EXHAUST HOSE RUBBER		
				12" X 6' LEAF MACHINE		
				ODB--MEDIUM DUTY, CMI--TRIPPLE DIPPED		
				APPROXIMATELY 3/8" THICK RUBBER		
26	2	EA	11431	BOOM VERTICAL P/N 40107		
				GIANT VAC LEAF MACHINE		
27	1	EA	11436	BOOM HORIZONTAL MEMBER		
				40106 GIANT VAC		
28	8	BX	11511	KNIVES (BOX OF 25) 80646		
				141198 211022 TRIUMPH		
29	6	EA	11656	BLADE MOWER JOHN DEERE		

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				TCU 15882 Z950M		
				7-06719		
30	3	EA	11702	RODDER HOSE VACTOR		
				1" X 600 FT 2500 PSI MIN		
31	5	EA	11705	SWITCH, PTO (DECK)		
				483957 SCAG		
				OLD # 481687		
32	2	EA	11707	PUMP DRIVE BELT		
				483166 SCAG		
				6740BR		
33	10	EA	11711	SPACER		
				43584 SCAG		
34	6	EA	11737	WHEEL ANTI-SCALP CORNER		
				481632 SCAG		
35	8	EA	11746	SLOTTED NUT (BLADE)		
				00020900 ALAMO		
36	8	EA	11747	BLADE BOLT 02782900		
				ALAMO		
37	8	EA	11748	LOCKWASHER 02957089		
				ALAMO		
38	8	EA	11749	ROLL PIN 00023200		

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				ALAMO		
39	2	EA	11751	BLADE SET A02761500		
				ALAMO SIDE MOUNT BUSH HOG		
40	1	EA	11757	INNER SHOE SOLE #5855		
				FOR ALAMO MDL # H2576R		
41	4	EA	12080	SPARK PLUG RC12YC (71)		
42	17	EA	12204	NOZZLE WHEEL 8" WHITE		
				NON-MARRING 720272/1		
43	4	EA	13047	FILTER AIR AC A1169C		
				CA7139 NAPA 6433		
44	1	EA	13050	FILTER AIR FARR C-71338-1		
				NAPA6848		
				BALDWIN PA2876		
45	2	EA	13086	FILTER AIR		
				NAPA2487		
46	2	EA	13087	FILTER AIR		
				CA1544SY NAPA6522		
47	2	EA	13088	FILTER AIR		
				CAK565A NAPA2321		
48	2	EA	13089	FILTER AIR		
				NAPA6744		

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49	6	EA	13090	FILTER AIR		
				NAPA6607		
50	3	EA	13098	FILTER AIR		
				CAK256 NAPA2276		
51	1	EA	13105	FILTER AIR OUTER JCB		
				32/925401		
52	3	EA	13106	FILTER AIR OUTER		
				NAPA2803		
53	12	EA	13115	FILTER AIR		
				NAPA2843		
54	2	EA	13127	FILTER AIR		
				AC A3095C NAPA9429		
55	11	EA	13129	FILTER AIR		
				NAPA9883		
56	8	EA	13130	FILTER CABIN AIR (CHARGER		
				NAPA4909		
57	4	EA	13138	FILTER AIR		
				NAPA6814		
58	5	EA	13142	FILTER AIR		
				HINO 1780178100		
59	3	EA	13144	FILTER AIR JOHNSTON		



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				295095-2 NAPA9665		
				P607542 DONALDSON		
60	12	EA	13145	FILTER AIR JOHNSTON		
				295095-3 NAPA2795		
				P606121 DONALDSON		
61	5	EA	13203	FILTER FUEL		
				PS3607 NAPA3369		
62	21	EA	13214	FILTER FUEL CLEAR PLASTIC		
				NAPA3001		
				FOR 1/4" FUEL LINE		
63	11	EA	13233	FILTER FUEL		
				P1146 NAPA3118		
64	1	EA	13246	FILTER FUEL		
				PCS5060G NAPA3418		
65	6	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.		
66	3	EA	13258	FILTER FUEL FREIGHTLINER		
				ABPN122S3226FL01 NAPA3813		

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				THIS IS A RAYCOR STYLE FUEL WATER		
				SEPERATOR FILTR THAT HAS A GLASS BOWL		
				BOTTOM.		
67	10	EA	13271	FILTER FUEL		
				NAPA3604		
68	2	EA	13292	FILTER HYDRAULIC		
				NAPA1759		
69	2	EA	13296	FILTER HYDRA SALT SPREAD		
				P1654A NAPA1553		
70	1	EA	13297	FILTER HYDRAULIC		
				NAPA1623		
71	2	EA	13304	FILTER COOLANT		
				NAPA4083		
72	2	EA	13320	FILTER FUEL		
				NAPA3674		
73	8	EA	13322	FILTER FUEL		
				NAPA3600		
74	6	EA	13324	FILTER FUEL KUBOTA		
				HH1G0-43560 NAPA3393		
75	3	EA	13329	FILTER FUEL MITSUBISHI		
				ME306306		

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

76	6	EA	13334	FILTER FUEL/WATER SEP.		
				ABP/N122-BR90-FRT-10		
				BALDWIN BF9871-0		
77	1	EA	13340	FILTER TRANS JOHNSTON		
				71662-2 NAPA7339		
				LINDE 0009830615		
78	36	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		
79	21	EA	13345	FILTER FUEL/WATER SEP.		
				ABP/N122-R50419		
80	2	EA	13346	FILTER FUEL		
				NAPA3628		
81	1	EA	13352	FILTER FUEL		
				NAPA600066		
82	3	EA	13353	FILTER FUEL 848-34		
				RE509208 NAPA3747		

**City of Kingsport**  
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Fleet Maint. Items 01 20
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83	3	EA	13354	FILTER FUEL 848-37		
				RE509031 NAPA3668		
84	3	EA	13355	FILTER FUEL 233-32		
				NAPA3046		
85	6	EA	13358	FUEL WATER SEPERATOR		
				FLEETGUARD FS-1098		
86	5	EA	13359	FUEL WATER SEPERATOR		
				RAI R61709		
87	8	EA	13360	FUEL WATER SEPERATOR		
				INTERNATIONAL 4080114C2		
88	6	EA	13361	FILTER HYD JOHN DEERE		
				MIA881446		
89	3	EA	13364	FILTER FUEL JOHN DEERE		
				RE551507		
90	3	EA	13365	FILTER FUEL JOHN DEERE		
				RE551508		
91	1	EA	13408	FILTER OIL		
				PH43 NAPA1068		
92	3	EA	13410	FILTER OIL		
				PH8A NAPA1515		
93	2	EA	13415	FILTER OIL JOHNSTON		

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				849-68 NAPA1342		
				VM 4 115 0066A		
94	10	EA	13421	FILTER OIL AC PF40		
				PH3387A NAPA1040		
95	3	EA	13425	FILTER OIL		
				PH3519 NAPA1268		
96	59	EA	13434	FILTER OIL		
				PH49 NAPA1791		
97	2	EA	13445	FILTER OIL		
				PH3766 NAPA1742		
98	4	EA	13451	FILTER OIL		
				PH3786 NAPA1734		
99	100	EA	13453	FILTER OIL		
				NAPA7182		
				NAPA 7028 SUPERSEDED BY 7182--07-28-03		
100	10	EA	13454	FILTER OIL		
				PH59 NAPA1522		
101	6	EA	13457	FILTER OIL		
				NAPA1394		
102	3	EA	13459	FILTER OIL		
				NAPA1459		

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103	10	EA	13462	FILTER OIL JOHN DEERE		
				RE504836 NAPA7750S		
104	6	EA	13463	FILTER OIL		
				NAPA1334		
105	12	EA	13465	FILTER OIL		
				NAPA7203		
106	85	EA	13468	FILTER OIL		
				NAPA7060		
107	9	EA	13472	FILTER OIL KUBOTA		
				HH1C0-32430 NAPA1307		
108	3	EA	13473	FILTER OIL TOYOTA ONLY		
				90915-YZZG1		
109	13	EA	13474	FILTER OIL TOYOTA ONLY		
				90915-YZZF2		
110	4	EA	13477	FILTER OIL		
				NAPA1674		
111	4	EA	13479	FILTER OIL IHC 1889124C91		
				NAPA7708		
112	2	EA	13482	FILTER OIL		
				NAPA7213		
113	2	EA	13488	FILTER OIL		

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				NAPA7669		
114	5	EA	14047	LIGHT STOP/TURN/TAIL RED		
				SEALED OVAL		
				NAPA 50-60202R-3		
				SIGNAL STAT 4070		
115	3	EA	14063	MINI LED LIGHT BAR AMBER		
				BUYERS 8891100		
116	20	EA	14122	SEALED LAMP 4" RED		
				DOUBLE CONTACT		
				NAPA 4040, PM 426R, K-D 759-0655,		
				GROTE 52772, TRUCK LITE 40202R		
117	8	EA	14125	SEALED CLEARANCE MARKER		
				LIGHT 2 1/2" AMBER		
				NAPA 1011A, PM V143A, K-D 571-0101,		
				GROTE 45833, TRUCKLITE 10205Y		
118	11	EA	14132	CLEARANCE MARKER LIGHT		
				RED SIG-STAT 1520		
				SLIM LINE MODEL		
119	4	EA	14143	WIRE CONNECTOR S/T/T		
				3-WIRE		
				RIGHT ANGLE DESIGN T/L94993		

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120	2	EA	14151	LIGHT S/T/T RED LED OVAL		
				20 LED PTL6010R		
121	3	EA	14153	LIGHT 3 HEAD LED CLEAR		
				12-24VDC 730-7968		
122	1	EA	14154	LIGHT 3 HEAD LED AMBER		
				WARNING 12-24VDC 730-7992		
123	5	EA	14155	LIGHT LED S/T/T 7" RED		
				00099738 BLB		
124	3	EA	14156	LED SPOT LIGHT 5" ROUND		
				BUYERS 1492110		
125	2	EA	14250	MIRROR CONVEX 8" BLACK		
				B/B 0755710		
126	2	EA	14989	PADDLE LOCK GE-00920		
				PAC-MAC		
127	2	EA	15001	FILTER HYDRAULIC		
				075-0912-030 HEIL		
				NAPA 7230		
				MCNEILUS- 1423391		
128	4	EA	15020	ROLLER 4" 062-0805 HEIL		
129	6	EA	15021	ROLLER ASM 062-0804 HEIL		
130	1	EA	15022	WHISKER SWITCH		



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				108-5031 HEIL		
131	2	EA	15058	CAMERA ZONE DEFENSE		
				CAM-L313C COLOR		
132	24	EA	15122	FITTING HYD 1/4" MALE PIP		
				G25100-0404 GATES		
				04U-104 weatherhead		
133	21	EA	15124	FITTING HYD 3/8" MALE PIP		
				G25100-0606 GATES		
				06U-106 weatherhead		
134	72	EA	15125	FITTING HYD 3/8" FEMALE		
				G25170-0606 GATES JIC		
				06U-606 weatherhead		
135	26	EA	15126	FITTING HYD 1/2" MALE PIP		
				G25100-0808 GATES		
				08U-108 weatherhead		
136	32	EA	15127	FITTING HYD 1/2" FEMALE		
				G25170-0808 GATES JIC		
				08U-608 weatherhead		
137	8	EA	15131	FITTING HYD 1/4" MALE JIC		
				G25165-0404 GATES		
				G25165-0404 GATES		

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				04U-504 weatherhead		
138	5	EA	15144	FITTING HYD 1/4 X 90 JIC		
				G25180-0404 GATES		
				04U-664 weatherhead		
139	5	EA	15148	MALE HOSE FITTING 1"		
				PIRANHA J ML16P		
140	5	EA	15956	1/2" TWIN TUBE CLAMP ASY		
				KB-0405		
141	2	EA	15983	OIL LEVEL SITE GAUGE		
				BUYERS LDR04		
142	3	EA	16010	VALVE "A" P/N15393		
				SNOWPLOW		
143	12	EA	16019	MARKER KIT		
				MEYER 09916		
144	8	EA	16027	WESTERN HITCH PIN		
				P/N 93028		
145	2	EA	16033	"C" SOLENOID VALVE ASM		
				MEYER 15358		
146	1	EA	16049	HYD CONTROL VALVE 62213		
				FOR LARGE SALT SPREADERS		
147	1	EA	16063	HYD MOTOR CHAR LYNN		

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				101-1025-009 (KEYWAY)		
148	22	EA	16065	RUNNER		
				07086 MEYER		
149	2	EA	18921	FOG SWITCH		
				TBB 5200-3121		
150	2	EA	18931	RED PUSH-OUT METAL SWITCH		
				KIT THSP-21001 THOMAS		
151	3	EA	19115	PC BOARD W/PIGTAIL DOOR		
				4124-ECC		
152	3	EA	19116	SWITCH DOOR OPEN-CLOSE		
				W/YELLOW ROCKER 17474		
153	123	EA	19401	TIRE NEW HWT P225/60R18		
				99V A/SP CONTINENTAL		
				CONTI PRO CONTACT ONLY		
154	4	EA	19404	TIRE NEW HIGHWAY TREAD		
				255/70R22.5 L/R H		
155	21	EA	19531	TIRE NEW HIGHWAY TREAD		
				LT245/75R16 L/R E		
156	9	EA	19535	TIRE NEW HIGHWAY TREAD		
				10R22.5 L/R G		
157	17	EA	19536	TIRE NEW MUD AND SNOW		

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				10R22.5 L/R G		
158	18	EA	19539	TIRE NEW HIGHWAY TREAD		
				LT 235/75R15 L/R C		
				IF SUBSTITUTING P SERIES IT MUST BE XL		
				STANDARD LOAD NOT ACCEPTABLE		
159	6	EA	19540	TIRE NEW MUD AND SNOW		
				LT 235/75R15 L/R C		
				IF SUBSTITUTING P SERIES IT MUST BE XL		
				STANDARD LOAD NOT ACCEPTABLE		
				THIS IS A MUD AND SNOW TREAD. AGRESSIVE		
				NOT AN ALL SEASON TREAD,SUCH AS GOODYEAR		
				WRANGLER AT.		
160	28	EA	19542	TIRE NEW HWT GOODYEAR		
				G286 SS ONLY 425/65R22.5		
				L/R L TREAD DEPTH 20/32		
				MAX LOAD @ INFLATION 11400@120		
161	12	EA	19544	TIRE NEW STEERING TREAD		
				315/80R22.5 L/R J ONLY		
				TREAD DEPTH 22/32		
				MAXIMUM LOAD @ INFLATION 8270@120 SING		
				7610@120 DUAL		

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				SPEED RATED @ 75 MPH AT LEAST		
162	7	EA	19547	TIRE NEW HWT LOW BOY HD		
				8-14.5LT L/R F TRAILER		
163	3	EA	19557	TIRE NEW HIGHWAY TREAD		
				P205/75R14 STANDARD LOAD		
164	18	EA	19570	TIRE NEW MUD & SNOW		
				LT235/85R16 L/R E		
				THIS MUST BE AN AGRESSIVE TREAD. IT IS		
				USED ON 4 WHEEL DRIVE VEHICLES THAT PUSH		
				SNOW WITH A SNOW PLOW.		
165	6	EA	19581	TIRE NEW HIGHWAY TREAD		
				LT235/85R16 L/R E		
166	49	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		
167	38	EA	19902	KIT BRAKE REAR LELAND K70		
				OR ROCKWELL KIT 8000HD		

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				FOR ROCKWELL 16 1/2 " Q SERIES BRAKES		
				KITS WITH KNURLED ROLLERS NOT ACCEPTABLE		
				KIT MUST CONTAIN ROLLERS, BUSHINGS, PIN,		
				AND SPRINGS		
				ALSO USED ON Q-PLUS BRAKES		
168	11	ST	29932	DISC BRAKE PAD 0932.20		
				PERFORMANCE FRICTION		
				FOR 2003 UP CROWN VIC REAR		
169	16	ST	29950	DISC BRAKE PADS REAR		
				RABESTOS ATD-1057AP ONLY		
				DODGE CHARGERS -- POLICE FORMULATED		
				SP1057APPH		
170	6	EA	29953	BRAKE DRUM		
				WEBB 66826B		
171	1	EA	29956	DISC PAD SET UP-8440-SD		
				FRONT 2008 E450		
				AC DELCO # 17D1328MH		
172	1	EA	29957	DISC PAD SET UP-8442-SD		
				REAR 2008 E450		
173	1	EA	29967	DISC PAD SET FRONT		
				171-0977 DELCO		

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174	1	EA	29971	DISC PAD SET - REAR		
				171-1269 DELCO		
				NAPA FT8523		
175	9	EA	29987	DISC BRAKE PADS FRONT		
				PFC 1767.20 68248089-AA		
				NAPA UP 8998SD		
				2014 DODGE CHARGER		
176	2	EA	29989	HUB CAP FRONT CR 1612		
177	9	EA	29991	DISC BRAKE PADS REAR		
				PFC 1766.20 14 CHARGER		
178	2	EA	29992	BRAKE ROTOR FRONT		
				NAPA NB 48881774		
179	56	CN	20155	CLEANER ENGINE GUNK		
				16 OZ		
180	796	BT	20200	CLEANER WINDSHIELD WASHER		
				CONCENTRATE 16 OZ		
181	2	CN	20240	BELT DRESSING		
				SPRAY 12 OZ		
				NAPA 1397		
182	84	CN	20291	FLUID POWER STEERING		
				12 OZ		

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183	72	CN	20315	FLUID BRAKE		
				12 OZ		
184	12	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.		
185	50	RL	20360	TAPE AUTO ELECT 3/4"X 60'		
				U/L APPROVED VINYL		
186	68	EA	20403	FIRE EXTINGUISHER 2 1/2LB		
				VEH TYPE MODEL #250MA		
				CLASS ABC ANSUL P/N 79735		
187	84	CN	20409	PAINT SPRAY GLOSSY WHITE		
				11 OZ KRYLON # 1501		
				MAJIC # MS100		
188	50	BX	20436	LATEX GLOVES-POWDER FREE		
				DISPOSABLE--LARGE SIZE		
				SAS 6503		
189	11	EA	20440	TIRE GAUGE HEAVY DUTY		
				DUAL FOOT STRAIGHT/ANGLED		



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**PROCUREMENT MANAGER**  
 225 W. CENTER STREET  
 KINGSFORT, TN 37660  
 PH. 423-229-9419  
 FAX 423-224-2433

Fleet Maint. Items 01 20
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**THIS IS NOT AN ORDER**

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

FROM: 

VENDOR_____
ADDRESS_____
_____

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

ISSUE DATE		BID OPENING DATE		TERMS	FOB	DELIVERY DATE
12/01/19		01/07/20 at 4:00 P.M.				
ITEM	QTY.	U/M	NBR	DESCRIPTION	UNIT COST	TOTAL COST

				HEAD NAPA 90-383		
190	16	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		
191	8	ST	20690	CHAIN ICE & SNOW		
				1100 X 20 SINGLE 12R22.5		
				REINFORCED LINK COOPER #2851		
192	27	EA	20777	COUPLER PLUG "A" STYLE		
				MILTON 777 MALE		
				NAPA 90-61855		
193	56	CS	20855	ANTI FREEZE CAR/TRUCK		
				1 GAL CONTAINER 6 GAL/CS		
				GREEN UNIVERSAL		
194	112	GL	20860	EXTENDED LIFE COOLANT		
				DEX-COOL GM APPROVED		
				ANTIFREEZE SILICATE-FREE ETHYLENE GLYCOL		
				FORMULA FOR UNIVERSAL USE		
195	5	GL	20862	ANTIFREEZE HEAVY DUTY		

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				NITRITE FREE EXTENDED		
				LIFE ANTIFREEZE/COOLANT		
				WITH ORGANIC ACID TECHNOLOGY (OAT)		
196	20	BX	21234	NITRILE DISPOSABLE GLOVES		
				LARGE MECHANICS		
				LAWSON 64536, SAS 6608-20		
				GLOVES ARE CHEMICAL RESISTANT, PUNCTURE-		
				RESISTANT, HYPOALLERGENIC, NON-LATEX,		
				POWDER FREE, BOX OF 100.		
197	11	CN	21412	BATTERY CLEANER		
				NAPA 765-1072		
198	23	BX	21526	WHITE WIPING CLOTHS		
				(RAGS) 10 LB BOX		
199	14	EA	21527	16 OZ PLASTIC SPRAY		
				BOTTLE		
				NAPA 770-2411		
200	30	DR	30003	AERIAL DEVICES HYDRAULIC		
				OIL		
				AIRCRAFT TYPE HYDRAULIC OIL --		
				NON CONDUCTIVE		
201	2	DR	30008	TRANSMISSION FLUID		

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				TRANS-SYND SYNTHETIC		
				55 GAL DRUM		
202	26	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,		
				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		
203	17	DR	30120	OIL MOTOR 5 W 20		
				55 GL DRUM THAT MEETS API		
				CERTIFICATION AND FORD SPEC WSS-M2C153-H		
				THIS IS AN ALL-SEASON SYNTHETIC BLEND		
				OIL.		

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204	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		
205	3	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		
206	19	EA	51445	CHAIN HOOK, SLIP CLEVIS		
				W/LATCH 3/8"		
				SECURITY CHAIN # H7526-0611		
				PEERLESS 8016466		
207	5	EA	51450	GREASE GUN LEVER STYLE		
				PITPRO PT142		
208	5	EA	51460	GREASE GUN PISTOL GRIP		
				PIT PRO PT320		