

City of Bristol, Tennessee
P.O. Box 1189
Bristol, Tennessee 37621-1189

INVITATION TO BID

Bid Reference No. 20006

February 27, 2020

Competitive sealed bids will be received by the City of Bristol, Tennessee for the following:

One (1) Diesel Utility Task Vehicle (UTV)

Bids will be accepted in the Purchasing Department, Bristol City Hall, 801 Anderson Street, Room 204, Bristol, Tennessee 37620 until March 13, 2020 at 10:00 AM, prevailing local time, at which time the bids will be publicly opened and read. Include the bid reference number on the bid envelope.

Contact Major Tim Eads at 423-989-5273 if you have technical questions. Contact April Norris at 423-989-5528 if you have any questions regarding the bidding process.

City of Bristol, Tennessee
Invitation to Bid

Bid Reference No. 20001

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City of Bristol, Tennessee
Invitation to Bid

INSTRUCTION TO BIDDERS

1. Each bid must be signed by the bidder with his/her original signature on the Bid Pricing Sheet for consideration. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to legally bind the corporation.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the bidder.
3. Envelopes must be sealed when submitted and must be properly noted with the bid reference number and the description of the bid item. Separate bids must be submitted for each reference number. The City will not be held responsible for the premature opening of unmarked envelopes if sent through regular mailing system. Facsimile transmissions of bidding documents will not be accepted.
4. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
5. Bids may be submitted on any one item or any group of items unless otherwise stated herein. The unit price must be shown for each item or group of items as requested.
6. References in the Description of Requirements and Specifications describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidders attention is called to Paragraph 6 of the General Conditions which must be strictly adhered to.
7. All bids shall remain valid for a period of sixty (60) days after bid opening unless a longer period is otherwise stated herein.
8. Bids are to be mailed to or delivered to the Purchasing Department, Bristol City Hall, 801 Anderson Street, Room 204, Bristol, Tennessee 37620. One original and one copy of each bid proposal must be submitted for review, unless otherwise stated.
9. The City of Bristol is tax-exempt and sales taxes are not to be included on the bid. Any bid including sales taxes will be adjusted at the time of the bid opening. The City's sales tax exemption number will be provided to the successful bidder.

INSTRUCTION TO BIDDERS (CONTINUED)

10. In the event bidder fails to honor bid, they will be declared non-responsible and removed from future bid opportunities. If bidder is submitting equipment from current inventory, the bid must be valid for a period of sixty (60) days after bid opening and cannot be subject to prior sale provisions.

11. In accordance with T.C.A. 62-6-119 all contractor license information, including electrical, plumbing, and HVAC must be listed on the outside of the bid envelope for projects of \$25,000 or more. All masonry contractor information must be included for masonry portions of a project exceeding \$100,000. In order to comply, list the **name of the project, contract number, name, address, and contractor's license number of the Bidder, expiration date of the Contractor's license, the classification applying to this bid, and date and time of opening.** All contractor information must be included for any of the above types of contractors. If this information is not listed, the bid will be deemed non-responsive.

- End of Section -

City of Bristol, Tennessee
Invitation to Bid

GENERAL CONDITIONS

1. The City of Bristol reserves the right to reject any and all bids or parts thereof, and unless otherwise specified by the bidder, to accept any item in the bid. In case of error in extending the total amount of the bid, the unit price will govern. Bid pricing should be stated in both words and numbers. In the case of a discrepancy, the price in words will govern. The City also reserves the right to waive informalities on all or any part of any bid as deemed to be in the best interests of the City.
2. The purchaser is a municipality and invoices are processed for payment not less than twice a month. It shall be understood that the cash discount period will be extended to the date that invoices are paid. Payment will commence or be made in full after delivery and/or completion of the project and acceptance of equipment. All documents, invoice, title and exception certificate shall be presented to the Purchasing Department, 801 Anderson Street, Room 204, Bristol, Tennessee 37620.
3. In case of default by the bidder or contractor, the City of Bristol may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. All prices quoted shall be United States currency. Prices shall be stated in units of quantities specified.
5. Prices quoted, unless otherwise stated by bidder, will be considered as being based on delivery to destination as designated and to include any charges for packing, crating, containers, etc., and being in strict accordance with specifications as shown.
6. Whenever a reference is made in the specifications or in describing the materials, supplies or services required, or a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
7. It is the intent of these specifications to secure and to insure the delivery of the specified unit(s) complete and ready to withstand the service and continuous use encountered by the City in the course of the work for which the unit(s) is/are intended. Omission of any essential detail from these specifications does not relieve the supplier from furnishing such unit.
8. The bidder, by executing a contract or bid proposal on the terms of the invitation to bid, warrants the product that is supplied to the buyer shall remain fully in accordance with the specifications and to be of the highest quality. All bids must be for new equipment. This provision excludes surplus, used or demonstrator products unless so stated in the specifications.

9. In the event the product as supplied to the buyer is found to be defective or does not conform to the specifications, the buyer reserves the right to cancel the order upon written notice to the supplier and return such product to the supplier at the supplier's expenses.
10. All parts not specifically mentioned herein, but which are necessary in order to furnish complete materials and installation shall be supplied by the bidder. Each product furnished to the City shall conform to the best known practices for the most recent unit.
11. If a bidder has any exceptions to these specifications, such exceptions must be stated in writing and describe in detail what is proposed to be furnished in lieu of the specified requirements. When the detailed specifications require specific brand names, model numbers, dimensions or capacities of components, it is because they have been carefully selected and specified for the intended service due to their reliability and/or availability of replacement parts on a local basis.
12. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the City against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
13. It is the policy of the City of Bristol, Tennessee to ensure equal opportunity in all aspects of its programs and services without regard to race, color, sex, or national origin under Title VI of the Civil Rights Act of 1964. This policy applies to the administration of programs, facilities, benefits, or services that receive assistance from the Federal government. During the performance of this contract, the successful vendor agrees as follows:
 - A. To comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereafter referred to as "Regulations") as they may be amended.
 - B. To ensure nondiscrimination on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The vendor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

GENERAL CONDITIONS (CONTINUED)

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- C. That during solicitations either by competitive bidding or negotiation made by the vendor for work to be performed under a subcontract, including procurement of materials or lease of equipment, all potential subcontractors be notified by the vendor of their obligations under this contract and Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
 - D. That all information and reports required by the Regulations be readily accessible by the City of Bristol, Tennessee or the Tennessee Department of Transportation as may be pertinent to ascertain compliance with the Regulations.
 - E. That in the event of noncompliance with the nondiscrimination provisions of the contract, the City shall impose contract sanctions as it or the Tennessee Department of Transportation may determine to be appropriate, including but not limited to:
 - 1. Withholding payments until compliance is made, and/or
 - 2. Cancellation, termination, or suspension of the contract, in whole or in part.
 - F. That the vendor includes these provisions in all subcontracts, including procurement of materials and leases of equipment.
14. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
15. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the City Council.
16. All federal, state, and local law requirements must be followed.
17. The City accepts responsibility of merchandise upon receipt at the City's delivery point unless otherwise noted herein.
18. The City reserves the right to purchase more or less of the Bid Items at the unit price listed on the Bid Pricing Sheet.
19. *Special Conditions*, if any, are enclosed and listed in the Table of Contents. A conflict between *Special Conditions* and *General Conditions* shall be construed in favor of the *Special Conditions*.
20. The *Description of Requirements and Specifications* for the procurement are enclosed herewith.
21. The specifications set forth are the minimum that are acceptable. The City of Bristol reserves the right to consider differences or variations in the character, quality or workmanship of the items offered, to reject any or all bids, and to accept any bid that it may deem to be in the best interest of the City.

- End of Section -

City of Bristol Tennessee

Description of Minimum Requirements and Specifications

One (1) Utility Task Vehicle (UTV)

1.0 PURPOSE

The City of Bristol, Tennessee is requesting bids for a total of one (1) 2019 or newer Diesel Utility Task Vehicle (UTV) that must be Four Wheel Drive and meet the specifications outlined in this bid document. All specifications as listed in this invitation to bid are to be considered as minimum.

2.0 Model Year

2019 or newer.

3.0 Pre-Delivery Inspection and Additional Terms & Conditions

The contractor, prior to delivery, will perform pre-delivery inspection (PDI). Any vehicle found not to be in compliance with this requirement may not be accepted by the receiving agency for the purpose of delivery. The PDI will include, but is not limited to, the manufacturer's recommendations as well as the following:

- Tires are to be inspected to insure proper inflation levels.
- All fluid levels are to be checked and corrected as needed.
- Vehicle is to be test-driven and all features are to be checked to insure proper operation.
- Any final assembly or installation of features, equipment, or any options must be completed prior to delivery.
- All necessary repairs and/or adjustments must be made prior to delivery.

ADDITIONAL TERMS & CONDITIONS

If purchase requires DELIVERY - All deliveries are to be made between the hours of 8:00 A.M. and 4:00P.M. Monday through Friday. All vehicles are to be delivered to the City at 1321 Weaver Pike; Bristol, Tennessee 37620.

ACCEPTANCE- Delivery does not mean acceptance. All vehicles are subject to inspection to establish conformity to specifications prior to acceptance.

DESCRIPTION OF REQUIREMENTS AND SPECIFICATIONS

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The specifications listed are considered base vehicles for this bid. The standard base vehicle may include items that are not included by the manufacturer on this standard base vehicle. When these items are included in these specifications, the bidder must include the cost for these items in the bid and list the manufacturer's option codes.

- Vehicle to be completely winterized.
- Minimum of 1/4 tank of fuel (by fuel gauge) upon delivery.
- Successful bidder to supply two sets of keys.
- Pre-delivery according to manufacturer's standard requirements.
- Invoice to include ignition and trunk key numbers.
- All vehicles are to include all equipment advertised by the manufacturer as standard.

4.0 SPECIFICATIONS FOR THE UTILITY TASK VEHICLE (UTV) (Option 1)

- Engine: DIESEL
 1. 3 cyl. 4-cycle diesel
 2. Produces a minimum of 18 horse power
 3. Minimum displacement of 800cc
 4. Liquid cooled
- Body:
 1. One bench seat with safety belts
 2. Cargo box with weight capacity of 1,000 lbs.
 3. Wheelbase minimum of 75 inches
 4. Full cab enclosure with glass windshield and electric windshield wiper
- Suspension and brakes:
 1. Front suspension: Independent
 2. Brakes: Hydraulic disc
 3. Manual rear mechanical parking brake
- Drivetrain:
 1. Transmission: Continuously Variable Transmission (CVT)
 2. Final Drive: Two speed, oil bath
 3. Four Wheel Drive
 4. Positive locking traction assist
 5. Capable of a minimum 25 mph
- Other:
 1. All-purpose tires
 2. Towing capacity of a minimum of 1,000 lbs.
 3. Towing capacity of 1,000 lbs.
 4. Standard 2" receiving hitch
 5. Cup holders and storage/glove box
 6. Minimum fuel capacity of 5 gallons
 7. Halogen headlamps

City of Bristol, Tennessee
BID PRICING SHEET

Bid Reference No. 20006

One (1) Diesel Utility Task Vehicle (UTV)

Total Price: \$ _____ (Price in Numbers)

_____ (Price in Words)

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

Signature of Authorized Official

Name and Title (Printed)

Legal Name of Business

Physical Address

Mailing Address

Telephone Number

Fax Number

Email

Date

REQUIREMENTS OF IRAN DIVESTMENT ACT

Name of Bidder: _____

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the Iran investment activities list created pursuant to T.C.A. § 12-12-106.

Name of & Title of Signer
(Print or Type): _____

Signature: _____

Date: _____

Complete and return with bid package.

TITLE VI VOLUNTARY DISCLOSURE BY VENDORS/CONTRACTORS

The purpose of this request is to provide statistical information related to Title VI regulations. This is a VOLUNTARY disclosure. The information requested pertains to the company owner.

Race: White/Caucasian
 Black/African American
 Hispanic
 Asian
 American Indian and Alaskan Native
 Native Hawaiian or other Pacific Islander
 Other

Gender: Male
 Female

This form will be maintained on file in the Purchasing Department for review by the City of Bristol, Tennessee and the Tennessee Department of Transportation Title VI Compliance Office.