

INTRODUCTION

Request for Proposals 2014 Response Pumper Proposal Number 1408-0008

The City of Goodlettsville is seeking Proposal(s) from qualified firms for the furnishing and delivery of a 2014 Response Pumper.

The specifications are available on the City of Goodlettsville website at www.cityofgoodlettsville.org. Questions should be addressed to Deputy Chief Mark Becknal at 615-851-2246.

The bid price shall be for one apparatus and shall be listed on the cover page of the proposal. There shall be an option listed on the cover page for the trade-in of Goodlettsville 1996 E-One Cyclone custom pumper. Goodlettsville shall choose this option if applicable.

Sealed response packages must be marked with “Proposal No. 1408-0008” on the outside and will be accepted until 2:00 p.m. CST on August 29, 2014 and should be addressed to:

City of Goodlettsville
Attn: Charlie Ballard, Purchasing Coordinator
105 South Main St.
Goodlettsville, TN 37072
615-851-2200

Contact with any other City of Goodlettsville employee or official is prohibited without prior written consent from the Purchasing Coordinator or his designee. Offerors contacting any other employee(s) or official(s) without prior written consent risk elimination of their proposal from further consideration.

Any firm attempting to influence the selection process by contacting an elected official or employee of the City of Goodlettsville shall be disqualified from this process. The City reserves the right to reject any and all submittals. The City may reject any or all of the submittals on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the City Goodlettsville.

The City of Goodlettsville does not discriminate on the basis of age, race, sex, color, national origin, religion or disability in admission to, access to, or operation of its programs, services or activities, nor does it discriminate in its hiring, employment or purchasing practices. Contact the city manager at (615) 851-2200 with questions, concerns, complaints and with requests for ADA accommodations.

Schedule of Important Dates

August 29, 2014 Bid Opening: 2:00 p.m. CST

DEFINITIONS, TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for qualification, the following definitions shall apply:

CITY OF GOODLETTSVILLE – Same as City.

BOARD OF COMMISSIONERS – The elected officials of the City of Goodlettsville, Tennessee, given the authority to exercise such powers and jurisdiction of all City business.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity and/or service specified.

CITY – The government of the City of Goodlettsville, Tennessee.

FIRM – The successful Offeror of this request.

RFP – Request for Proposal

Proposals

The submitted proposal(s) must be received by the Purchasing Department prior to the time and date specified herein. The mere fact that the proposal was dispatched will not be considered; the firm must ensure that the proposal is actually delivered and received on time.

Proposals received after the date and time specified shall be returned unopened and will be considered void and unacceptable. The City of Goodlettsville is not responsible for lateness of mail carrier, etc., and time/date stamp in the Purchasing Department shall be the official time of receipt.

Proposals cannot be altered or amended after the closing date. Alterations made before closing must be initialed by Offeror guaranteeing authenticity.

The proposals received will be publicly opened but not read aloud. Proposals shall remain valid for a period of one (1) year from the date and time identified herein.

By submitting a proposal, the vendor certifies that he has fully read and understands this “Request for Proposal” and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Offerors own risk.

Any proposal which does not contain all of the information requested in this RFP will be considered incomplete and may be rejected by the City of Goodlettsville.

The City of Goodlettsville is exempt from State Sales Tax and Federal Excise Tax, and the proposal price shall not include taxes.

The Offeror shall furnish any additional information as the City of Goodlettsville may require. The City of Goodlettsville reserves the right to make investigation of the qualifications of the Offeror(s) as they deem appropriate.

This Request for Proposal does not commit the City of Goodlettsville to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or contract for services.

Reservations

The City of Goodlettsville reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City of Goodlettsville. All proposals become the property of the City of Goodlettsville.

The City of Goodlettsville reserves the right to waive any informalities and technicalities and to accept the offer considered most advantageous in order to obtain the best value for the City. Causes for rejection of a proposal may include but shall not be limited to the Offeror's current violation of any City ordinance, the Offeror's current inability to satisfactorily perform the work or service, or the Offeror's previous failure to properly and timely perform its obligations under a contract with the City. Offeror's may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal forms furnished by the City; 2) Lack of signature by an authorized representative on the Certification form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); or 6) Any alteration of the language contained within the RFP forms. Owner reserves the right to waive any minor informality or irregularity.

The City reserves the right to retain all proposals submitted and to use any idea in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the terms and conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Goodlettsville and the firm selected.

The City of Goodlettsville may conduct reference checks as needed to evaluate proposals. The City may contact those listed, and inclusion of this listing in your proposal is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the Service Provider.

Reimbursements

There is no expressed or implied obligation for the City of Goodlettsville to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal, and the City of Goodlettsville will not reimburse responding firms for these expenses, nor will they pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Communication

The City of Goodlettsville shall not be responsible for any verbal communication between any employee of the City or City Official and any potential firm. Only electronic and properly submitted proposals will be considered.

If Proposal Results in a Contract, the Following Terms and Conditions Will Apply:

Proposers should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual document that may arise from this RFP. In case of discrepancy between the RFP and the Offeror's proposal, the RFP will rule.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the Purchasing Coordinator for the City of Goodlettsville.

Should there be a change in ownership or management, the Contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This Contract is nontransferable by either party.

Addenda

In the event of a needed change in the published RFP documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum. All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Firms are responsible for obtaining all published addenda from the City of Goodlettsville Purchasing office or by downloading these documents from the City of Goodlettsville's website at www.cityofgoodlettsville.org. The City assumes no responsibility for the Firms failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. The City's decision to accept or reject any particular proposal due to a failure to acknowledge and submit addenda shall be final.

