

**CITY OF ELIZABETHTON, TENNESSEE**  
**Purchasing Department**  
 136 SOUTH SYCAMORE STREET  
 ELIZABETHTON, TN 37643  
 423-542-1505

Date: 03/28/2018

**(This is NOT an Order)**  
**REQUEST FOR BID**

TERMS: \_\_\_\_\_  
 DELIVERY DATE: \_\_\_\_\_

BID # 580
BID OPENING DATE: <b>04/24/2018</b>
BID OPENING TIME: <b>11:00 AM</b>

ALL QUOTATIONS MUST BE F.O.B. ELIZABETHTON, TENNESSEE

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			<b>MODULAR ALUMINUM TRENCH SHIELD SYSTEM</b>		
1	20	EA	8' MAPS PANEL		
2	8	EA	10' CORNER END POST		
3	8	EA	35'-48' ADJUSTABLE SPREADERS		
4	2	EA	LEG SET-STEEL		
5	2	EA	LIFTING LUGS SET OF FOUR (4)		
			<b>PINS AND KEEPERS 1/2" X 4 1/4" HITCH PIN WITH CLIP TO BE INCLUDED WITH ITEMS TO ENSURE COMPLETION OF TRENCH SYSTEM</b>		
			<b>THE SHIELD TO SAFELY SHORE A 12' DEEP EXCAVATION.</b>		

Person to contact regarding this bid: JONATHAN PLEASANT (423)547-6300 OR (423)297-4736

<b>DELIVERY INSTRUCTIONS</b>
<b>CITY OF ELIZABETHTON</b> 136 S. Sycamore Street Elizabethton, TN 37643

In submitting the above, the undersigned agrees to sell to the City the material or service at the price shown and further agrees to all terms and conditions contained in this bid agreement. Acceptance of any or all of the above within a reasonable period will constitute a contract between both parties.

\_\_\_\_\_  
 NAME OF FIRM  
 (Purchase Order will be issued to the above vendor)  
 By \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone \_\_\_\_\_

\_\_\_\_\_  
 DIRECTOR OF PURCHASING

## **GENERAL CONDITIONS (READ CAREFULLY)**

### **1. PREPARATION OF BIDS:**

1. Only bids submitted on bid forms furnished by the City will be considered. The City may consider telegraphic bids received prior to the closing time specified if promptly confirmed on bid forms furnished by the City and received two (2) days prior to the bid award date. No TELEPHONE BIDS WILL BE ACCEPTED.
2. Bids to be enclosed in a sealed envelope, plainly identified in the upper left-hand corner with the company name and address and in the lower left-hand corner, the bid number and due date.
3. All bids must be delivered or mailed to the Director of Purchasing, City of Elizabethton, 136 South Sycamore Street, Elizabethton, TN 37643 unless otherwise directed on the bid form.
4. It is the bidder's responsibility to ensure that the written bid is delivered at the proper time and place of the bid opening.
5. No bid received after closing time will be considered. Late bids will be returned unopened.
6. If not offering a bid, bidder must return the bid form marked "NO BID" and state reason for not responding.

### **2. PRICING:**

Each item must be priced separately. Unit prices shall be shown. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after specified time for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**3. BID OPENINGS:**

Bids will be opened and read aloud at the specified time and date set in the Invitation to Bid. These meetings are open to the public.

**4. SIGNATURE ON BIDS:**

Each bid must give full name and business address of the bidder and be signed, in ink, by the official of the company authorized to bind his company in contract.

**5. ACCEPTANCE & REJECTION:**

The City reserves the right to reject any or all bids, to waive informalities and to accept the bid if its judgment is in the best interest of the City. If a bidder fails to state a time in which a bid must be accepted, it is understood and agreed that the City shall have sixty (60) days to issue a purchase order.

**6. BID EVALUATION:**

Bids will be evaluated according to the criteria set forth in the Invitation to Bid with the degree of importance to be determined by the City.

**7. AWARD:**

Contracts and purchases will be entered into or made with the lowest responsible compliant bidder meeting specifications for material or services as deemed in the best interest and advantage of the City except as otherwise specified in the Invitation to Bid.

**8. MULTIPLE ITEM BIDS:**

When more than one item is specified in the Invitation to Bid, the City will determine that low bidder either on the basis of the individual items or on all the items included in the bid. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the best interest of the City.

**9. TIME OF DELIVERY:**

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, the bidder shall so state. When no time of delivery is stated, it is understood and agreed that delivery is to be made within two (2) weeks after receipt of order. The contractor shall be required to

maintain or have available an inventory sufficient to make shipment within the time stated in his/her bid. The vendor may request a delivery extension in a letter to the Director of Purchasing if conditions arise that would prevent him/her from meeting his/her quoted delivery schedule. The City reserves the right to accept or reject this request.

**10. DEFAULT:**

In case of default of the Contractor, the City may procure the articles or services from other sources and hold the Contractor responsible for any excess cost resulting from this action.

**11. BRAND NAMES:**

Specifications furnished in the Invitation to Bid are intended to establish a desired quality of performance level or other minimum requirements which will provide the City with the best product available at the lowest possible price. If a bidder offers an alternate he/she must include the brand name and/or model he/she proposes to furnish and include complete descriptive literature and specifications that clearly describes the article offered and how it differs from the referenced brand. Reference to literature previously furnished will not satisfy this provision.

**12. SAMPLES:**

The City may request a sample product as part of a bid. This will be provided at no charge to the City. Samples remain in the Purchasing Department for a period of two (2) weeks following the award of a bid. Vendors are responsible for picking up their samples during that period. Samples not collected by the specified time allowed will become the property of the City. Samples of successful bidders will be retained until delivery is received and is accepted as being equal to their sample.

**13. DISCOUNT PERIOD:**

Time in connection with discount offered will be computed from the date of satisfactory delivery at destination, or from the date of satisfactory delivery at destination, or from the date the correct invoice is received, whichever is later.

**14. FOB (FREE ON BOARD) POINT:**

All prices quoted are to be FOB delivered to the using department, City of Elizabethton, Tennessee (unless another FOB point is stated on the bid form). The successful bidder will assume all responsible for damage in transit.

**15. TAXES:**

The City is exempt from Federal excise taxes and state and local sale or use taxes. Exemption certificates will be furnished upon request.

**16. CONDITION STANDARDS:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be new and unused and shall be the manufacturer's latest model unless otherwise stated in the bid.

**17. INSPECTION:**

All supplies or materials are subject to inspection and rejection by the City. Rejected materials shall be returned at the bidder's expense.

**18. SAFETY STANDARDS:**

Unless otherwise stipulated in the bid all manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any standards thereunder.

**19. PARTS AND SERVICE:**

The successful bidder must be able to provide adequate parts and service for items bid.

**20. BID TABULATIONS:**

Tabulations of bids will be furnished upon request.

**21. PENALTIES:**

Bidders may be removed from our active bid file for a period determined by the City as a result of any of the following:

1. Failure to respond to a bid request.
2. Failure to meet delivery requirements.
3. Failure to furnish specified items as a result of a bid award.
4. Offers of gratuities or favors to any employee of the City.

Bids may be removed from consideration for the following reasons:

1. Bid received after bid opening time.
2. Bid not signed.
3. Descriptive literature not included with the bid.
4. Sample not provided with bid if requested.

## **22. COOPERATIVE PURCHASING:**

Bidder's/Proposer's are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

## **23. EQUAL OPPORTUNITY:**

It is the policy of the City of Elizabethton to provide equal employment opportunities and provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age, disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the Planning & Economic Development Director at (423) 542-1503 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643. Requests for accommodation of a disability should be directed to the Purchasing Director at (423) 542-1505 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643.

**24. IRAN DIVESTMENT ACT OF 2014:**

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. §12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Elizabethton; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here:

<http://tennessee.gov/generalservices/article/Public-Information-library>.

**25. LICENSES, FEES, PERMITS:**

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Elizabethton in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

**26. NON-COLLUSION AGREEMENT:**

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Elizabethton, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Elizabethton has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

**27. WARRANTY:**

1. Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

