



**Invitation to Bid – New or Preowned Mini-Pumper
Solicitation #422-0820-05
August 14, 2020**

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager’s Office, City Hall, until, but no later than **2:00 P.M.CST , August 31, 2020**, and then publicly opened and read aloud for **New or Preowned Mini-Pumper**.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Kim Dale at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

Bid Instructions

To be considered, you must:

1. Have a copy of a vendor application on file with the City of Columbia prior to final bid award. You may register online using the link furnished on our web page www.columbiatn.com, Finance Department, Purchasing or a paper form, which may be downloaded from the same site.
2. A completed bid sheet as provided with this invitation together with an explanation of any exceptions taken to specifications or additional conditions of the bid.
3. Copies of warranty information, other requirements as may be included herein and any additional information pertinent to properly evaluate the bid.
4. Sign Iran Divestiture Act Statement as attached
5. All forms must be signed by a representative of the bidder with the authority to bind the bidder.
6. All required documents shall be returned to:

Purchasing Agent, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Invitation to Bid New or Preowned Mini-Pumper** and opening date of bid August 31, 2020.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager’s Office. Bidders are responsible for ensuring that their bids are stamped by City Manager’s Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed or E-mailed bids will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. All costs associated with the preparation or delivery of a response to this invitation shall be borne solely by the bidder. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

All cost associated with the preparation of this bid or its delivery shall be borne solely by the bidder.

1. SCOPE

Columbia Fire & Rescue seeks bids for a new or preowned (2016 or newer) mini-pumper. The mini-pumper shall have 50,000 miles or less. The chassis shall be a 4 door 4 wheel drive with a diesel engine. The mini-pumper shall also incorporate a fire body, pump, and water tank.

2. GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.

9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number seventeen (17) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent for the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified within the invitation to bid. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi-year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. **Complaints – Vendors:** Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.
 - a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in

writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.

- b. Step Two – If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agents response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

3. SPECIAL CONDITIONS

3.1 All items bids shall be FOB City of Columbia, Fire and Rescue Station 1, 1000 South Garden Street, Columbia, Tennessee or other designated department location within Columbia city limits.

3.2 The recommendation for award will consider compliance with bid specifications, price, delivery date, availability of parts and services, warranty and past performance of vendor/equipment.

3.3 Successful bidder must furnish one operators manual and one parts/maintenance manual with the Mini-Pumper at time of delivery.

3.4 One set of CAD drawings with their bid.

4. INSURANCE

The awarded vendor shall purchase and maintain in force, at his own expense, ***if requested by the City*** such insurance as will protect him and the City from claims which may arise out of or result from the Vendor’s execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the vendor or his forces as enumerated above. The vendor shall furnish, if requested, a copy of an original Certificate of Insurance, namining City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of awarding this bid.

The following insurance requirements are the minimum that will be acceptable (unless otherwise stated in #9 Specifications and Requirements):

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$1,000,000 CSL (combined single limit).

3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$100,000 CSL.

5. LAWS, TAXES AND INDEMNIFICATION

The successful vendor shall comply with all applicable local, State and Federal laws. The vendor is further responsible for all taxes associated with providing services under this contract to include all employment related taxes. The vendor agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a result of the actions of the vendor, his employees, or any subcontractors hired as a result of or performing work as a result of an awarded bid.

6. TIME OF THE ESSENCE - Time is of the essence in the performance of a resulting contract. Repeated delays shall be interpreted as failure to meet obligations and shall be cause for cancellation of purchase order.

7. PAYMENTS - Payment will be made after all following conditions have been met:

7.1 Delivery of the equipment as prescribed and acceptance of the equipment by the Chief of The City of Columbia Fire and Rescue or applicable department director as evidenced by their signature on the invoice or bill of sale.

7.2 Within 14 days of presentation of an accurate invoice to the applicable department director.

8. WARRANTY- The bidder shall supply with the bid package a description of all warranties pertaining to the bid.

9. SPECIFICATIONS AND REQUIREMENTS - The specifications listed below represent minimal levels of performance, quality or capacities required. Substitutions meeting the intent and functionality of the specification will be considered. If the unit fails to meet specifications, vendor needs to comment on the nature of the exception taken in writing. Additional pages for vendor comment may be used.

PRIME BIDDER - The prime bidder shall identify the location of their facility and service center.

INSURANCE REQUIREMENTS - City desires manufacturer's product liability insurance coverage in the amount of ten (10) million dollars. Purchaser reserves the right to require proof of insurance from the Manufacturer prior to placing order. Certificate shall name the apparatus manufacturer, insurance company, policy number, and effective dates of the insurance policy.

The manufacturer shall maintain full insurance coverage on the purchaser's cab and chassis from time of first possession by the manufacturer until the apparatus is delivered and accepted by the purchaser (No Exceptions). Purchaser reserves the right to require proof of insurance from the manufacturer's insurance carrier prior to entering into a contract for the apparatus.

PAYMENT TERMS- Full payment for the apparatus shall be made at time of delivery of the completed vehicle. Due to insurance liability, the apparatus will not be left at the purchaser's location without full acceptance and payment or prior agreement between the Purchaser and Bidder.

Final delivery price shall not include any Local, State or Federal taxes. The manufacturer shall not be liable for any State or Federal mandated tax or program after sale or delivery of the apparatus.

ANGLE OF APPROACH - The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901/ 1906.

ANGLE OF DEPARTURE - The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901/ 1906.

COMPLIANCE - The fire apparatus shall be built to the purchaser's requirements in compliance to all State, Local, and Federal highway safety requirements. The vehicle is not intended to meet any or all standards of the NFPA.

COMMERCIAL CHASSIS SPECIFICATION

CHASSIS - Shall be equal to or better than example below;

One (1) New or Preowned (2016 OR NEWER) DIESEL FORD F-550 rear axle drive 4x4, dual rear wheels (DRW), four (4) door crew cab and chassis with less than 50,000 miles.

CHASSIS PAINT COLOR – RED

TOWING HITCH RECEIVER - A trailer towing hitch receiver with safety chain anchors shall be installed at the rear of the apparatus. The receiver shall accept a 2.50" hitch. One (1) 7-prong connector with a weatherproof cover shall be supplied and mounted near the rear receiver tube.

WHEEL COVERS - Each wheel shall have one (1) stainless steel wheel cover installed.

CHASSIS TOW HOOKS - The front tow hooks shall be provided as detailed in the chassis specifications.

REAR MUD FLAPS - A pair of black rubber mud flaps shall be provided and installed behind the rear wheels.

CENTER CONSOLE - A center console shall be furnished and shall be located between the driver and officer's seats.

BATTERY SYSTEM - The battery system shall be supplied with the chassis.

BATTERY CHARGER, BUILT-IN BATTERY SAVER - One (1) Auto Charge.

120 VOLT SHORELINE CONNECTION - AUTO EJECT - The disconnect shall be equipped with a NEMA 5-20P female receptacle, which shall automatically eject the shoreline when the vehicle starter is energized.

FIRE BODY & RELATED COMPONENTS

PUMP, PUMP PANEL WATER TANK, FOAM CELL - The Fire Body shall incorporate a minimum of a 1500 gallons per minute (GPM) pump with 2-5" suction inlets, driver side pump panel, minimum of 2-2 ½" discharges, one 3" discharge with electric actuated valve, minimum of a 300 gallon poly water tank with direct tank fill from rear of fire body, and a minimum foam cell of 10 gallons. The Fire Body shall also be incorporate 2- 1 ¾" pre-connected cross lays above the pump panel. The Fire Body shall incorporate a hose bed located at the center and top of the fire body.

FUEL FILL W/ ACCESS DOOR - One (1) fuel fill with a hinged access door shall be installed in the left hand side wheel well rear of the axle. It shall be labeled "Ultra Low Sulfur Diesel Fuel Only".

12 VOLT ELECTRICAL SYSTEM - The truck shall have a 12-Volt electrical system. All wiring will be run in convoluted high temperature plastic loom. All electrical will be accordance with modern automotive wiring standards.

ELECTRICAL SYSTEM (CHASSIS OEM) - The commercial chassis electrical system shall be furnished and installed by the chassis manufacturer and shall not be altered in any way so as to void or diminish the manufacturer's warranty responsibilities. Body builder wiring interface harnesses shall be specific to the chassis being utilized and the apparatus specifications with all such harnesses, circuits and connections being documented by the body builder and made part of the electrical schematics provided with the completed apparatus.

HAZARD LIGHT - One (1) flashing red LED light, located in the driving compartment, the light shall be illuminated automatically whenever any compartment door is ajar.

NFPA AUDIBLE AND LIGHTING WARNING PACKAGE - The warning light package shall include all of the minimum warning light and actuation requirements for the current revision of the NFPA 1901/ 1906. The lighting as specified shall meet the requirements for both "Clearing Right of Way" and "Blocking Right of Way" which includes disabling all white warning lights when the apparatus is in "Blocking Right of Way" mode.

LIGHTBAR - One (1) LED lightbar shall be supplied and mounted. The lightbar shall have clear lenses and contain red and white modules.

LIGHT BAR ACTUATION - The light bar shall be controlled by a switch in the cab.

ELECTRIC SIREN AND CONTROL - One (1) electronic siren shall be mounted in the cab. This unit shall feature an electronic air horn, wail, yelp, hi-lo and shall have a hard wired PA microphone.

ELECTRONIC SIREN SPEAKER - One (1) 100 watt cast aluminum speaker shall be installed. It shall be wired to the electric siren located in the cab.

BIDDER INFORMATION FORM

BID PROPOSAL FOR NEW OR PREOWNED 2016 OR NEWER MINI PUMPER SOLICITATION 422-0820-05

BIDDER NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

Having examined the BUYER'S specifications for a RESCUE APPARATUS, the BIDDER submits a

OPTION 1 **NEW** MINI PUMPER TOTAL BID PROPOSAL PRICE OF:

\$ _____ Dollars and _____ Cents

OPTION 2 **PREOWNED** (2016 OR NEWER) MINI PUMPER TOTAL BID PROPOSAL PRICE OF:

\$ _____ Dollars and _____ Cents

Nearest factory authorized repair and parts facility _____

Warranty Information enclosed? _____ Copy of CAD drawing enclosed? _____

Proposed manufacturer's product liability insurance coverage amount? _____

Any Exceptions to the specifications? _____ If yes please attach explanation to all exceptions.

BIDDER understands that the bid proposal shall not be withdrawn following the date of the bid proposal opening unless the purchaser has extended the opening date.

BIDDER understands that the BUYER may reject any and all bids and may not negotiate with any BIDDER to reduce or alter the bid proposal price.

In compliance with this Invitation for Bid for New or Preowned (2016 or newer) Mini Pumper and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services, at the price quoted as specified.

My signature below certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Respectfully Submitted:

Signature: _____ Title: _____ Date: _____

IRAN DIVESTMENT ACT STATEMENT

A person engages in investment activities in Iran if:

(1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

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 list created pursuant to Tennessee Code Annotated § 12-12-106."

Vendor Name: _____

Vendor Signature: _____

Date: _____