

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

INVITATION TO BID

Bid Reference No. 18005

March 26, 2018

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

**One (1) New Medium Duty Transit Bus with ADA Accessibility Options**

Bids will be accepted in the Purchasing Department, Bristol City Hall, 801 Anderson Street, Room 204, Bristol, Tennessee 37620 until **April 12, 2018 at 2:00 p.m.**, prevailing local time, at which time the bids will be publicly opened and read. Include the bid reference number on the bid envelope.

Contact Wes Ritchie at 423-989-5685 if you have technical questions. Contact Crystal Key at 423-989-5528 if you have any questions regarding the bidding process.

City of Bristol, Tennessee  
Invitation to Bid

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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)

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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.

- End of Section -

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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.

GENERAL CONDITIONS (CONTINUED)

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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.

GENERAL CONDITIONS (CONTINUED)

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- 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.
  - 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.

GENERAL CONDITIONS (CONTINUED)

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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**  
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SPECIAL CONDITIONS

This Contract is governed by the provisions of the Federal Transit Administration (FTA) for Department of Transportation (DOT) assisted procurements. As such, the Contractor agrees to comply with all applicable FTA regulations, policies, procedures and directives as specified in the Special Conditions.

**FEDERAL CONTRACT REQUIREMENTS**

**1. No Government Obligation to Third Parties**

- (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.

**2. 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.

SPECIAL CONDITIONS (CONTINUED)

Page 2

- (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 to the provisions.
- 3. Access to Records and Reports** - 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) 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.
  - (3) 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).
  - (4) FTA does not require the inclusion of these requirements in subcontracts.

4. **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 Master Agreement 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.
  
5. **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.

SPECIAL CONDITIONS (CONTINUED)

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(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.

(2) 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.

6. **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 Bristol, Tennessee requests which would cause City of Bristol, Tennessee to be in violation of the FTA terms and conditions.

7. **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.

8. **Termination**

(1) Termination for Convenience - The City of Bristol 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 Bristol to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Bristol, the Contractor will account for the same, and dispose of it in the manner the City directs.

(2) Termination for Default - 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 Bristol 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 Bristol 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 City of Bristol, 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.

(3) Opportunity to Cure - The City of Bristol in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 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 Bristol's 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 City of Bristol setting forth the nature of said breach or default, the City of Bristol 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 Bristol from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**8. Debarment and Suspension** - 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 City of Bristol Tennessee. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Bristol, 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. **The requisite Debarment and Suspension Certification is enclosed (Attachment A) and must be executed prior to award of the contract.**

**9. Disadvantaged Business Enterprises** - It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR apply to this agreement.

Pursuant to 49 CFR 26.49, the Contractor, as a condition of being authorized to respond to this solicitation, must certify that it has filed with the Federal Transit Administration (FTA) an approved or not disapproved annual Disadvantage Business Enterprise subcontracting participation goal. **The requisite “Transit Vehicle Manufacture’s Certification” is enclosed (Attachment A) and must be completed and executed for all contracts and submitted with the bid or quote.**

*\*\*\*Bids submitted without the Required Certification must be Rejected as Non-Responsive.*

**10. ADA Access** - The Contractor agrees to comply with the requirements of 49 USC 5301 (d) outlining Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap(s), and the American with Disability Act of 1990, as amended. In recognition of these requirements the Contractor’s facility(ies) shall be accessible to the disabled.

**11. Bus Testing** – The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA’s implementing regulation at 49 CFR Part 665 and shall perform the following:

- (1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- (2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- (3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- (4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**The “Bus Testing Certification” is enclosed (Attachment A) and must be executed for all contracts prior to the award of the contract.**

**12. Pre-Award and Post Delivery Audit Requirements** – The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

**Pre-Award Audit:**

- (1) Buy America Requirements (*for procurements that exceed the simplified acquisition threshold of \$150,000*): The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor ***shall submit*** evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor ***shall submit*** 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.
- (4) ***This pre-award audit information is required to be eligible for award of the bid.***

**Post-Award Audit:** Upon completion of the vehicle(s) the successful bidder shall provide the information indicated in 1-3 above, as applicable. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy American compliance shall be cause for rejection of the vehicle(s). Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

**13. Veterans Preference** – Contractors working on a capital project funded using FTA assistance shall give hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give 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 former employee. The Contractor also agrees to include this requirement in each subcontract financed in whole or in part with FTA assistance.

Bid Reference 18005

**City of Bristol, Tennessee**  
DESCRIPTION OF REQUIREMENTS AND SPECIFICATIONS

See PDF of specifications and drawing

- End of Section-



**City of Bristol, Tennessee**  
**BID PRICING SHEET**

Bid Reference No. 18005

One (1) Medium Duty Transit Bus with ADA Accessibility Options

Total Price:                   \$ \_\_\_\_\_(Price in Numbers)

\_\_\_\_\_ (Price in Words)

**Delivery Date:**                   \_\_\_\_\_

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.

DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Comes the affiant after having first been duly sworn and testifies as follows:

1. My name is \_\_\_\_\_. I hold the principal office of \_\_\_\_\_ (Name of principal office) for \_\_\_\_\_ (Name of bidding entity).

2. \_\_\_\_\_ (Name of bidding entity) has submitted a bid to the City of Bristol, Tennessee for \_\_\_\_\_.

3. \_\_\_\_\_ (Name of bidding entity) has more than five (5) employees.

4. In accordance with *Tennessee Code Annotated* Section 50-9-113, this is to certify that \_\_\_\_\_ (Name of bidding entity) has in effect at the time of submission of its bid for the above-referenced projects, a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.

5. This affidavit is made on personal knowledge.

Further the affiant saith this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Signature of affiant)

\_\_\_\_\_  
(Title of affiant)

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Signature of notary public)

My commission expires \_\_\_\_\_

NOTE: This affidavit is to be attached to the Bid Form at the time of submission.

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION MATTERS**

The prospective lower tier participant (Bidder/Contractor) certifies, by submission of the bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

The prospective Bidder/Contractor also certifies, by submission of the bid or proposal, that all sub-contractors and suppliers are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency (this requirement flows down to all subcontracts at all levels).

Where the bidder is unable to certify to any of the statements in this Certification, such participant shall attach an explanation to this proposal.

If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Bristol, Tennessee, 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.

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(Name of Firm)

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(Signature)

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(Title)

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(Date)

Attachment A

**TRANSIT VEHICLE MANUFACTURER’S CERTIFICATION OF COMPLIANCE WITH  
49 CFR PART 26.49 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

The procurement is subject to the provisions of 49 CFR, Part 26.49. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid.

The undersigned (Contractor/Manufacturer) hereby certifies that it has complied with the requirements of 49 CFR Part 26.49 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year \_\_\_\_\_ and have been approved or not disapproved by FTA.

OR

The undersigned (Dealer/Distributor) hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above referenced requirement of 49 CFR Part 26.49.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachment A

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date