

## **INVITATION TO BID**

### **Highland Rim Economic Corp. Head Start Vehicle Purchase**

Highland Rim Head Start is requesting formal competitive bids through the Invitation for Bid process to purchase two (2) vehicles for the Head Start use. Bids will be received until June 28, 2017 at 4:30 p.m., by email, fax, or mail at 3215 Highway 149, Erin, TN 37061. Late proposals shall not be accepted. Complete bid packets can be downloaded from the Highland Rim Economic Corp. web page at [www.highlandrim.org](http://www.highlandrim.org) under Head Start.

Highland Rim Head Start reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids. Highland Rim Head Start complies with all Equal Opportunity requirements. All qualified Offerors will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

#### **A) CONTENTS OF BID**

These General Terms and Conditions apply to all Offers made to the Highland Rim Head Start (hereafter "HRHS") by all prospective vendors (herein after referred to as "Bidder").

- 1) Bidders shall thoroughly read the project requirements and specifications which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations.
- 2) Bidders are advised that all HRHS contracts are subject to all legal requirements contained in HRHS governing purchasing activities.
- 4) Bidders are required to state the exact intentions of their offer to HRHS via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

#### **B) PRICING, COLLUSION, AND TAXES**

- 1) **Current Prices.** Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
- 2) **Discounts.** Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between HRHS and the Bidder.

Payment by HRHS is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between HRHS and the Bidder.

3) **Collusion.** The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with HRHS. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of HRHS's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.

4) It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of HRHS staff or their immediate family.

5) **Taxes.** Bidders will neither include Federal, State nor applicable local excise or sales taxes in bid prices, as HRHS is exempt from payment of such taxes. An exemption certificate will be provided, where applicable, upon request.

#### **C) PREPARATION AND SUBMISSION OF BID**

1) Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.

2) Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

3) The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.

4) All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, HRHS, in its sole discretion, may consider the Proposal non-responsive.

5) The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.

6) The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to **Highland Rim Head Start Vehicles**. The envelope shall clearly identify the Bid Title and Due Date when submitted to

**Highland Rim Head Start.** The Bidder shall also include its name and address on the outside of the envelope.

7) The HRHS's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by HRHS. Failure to use the HRHS's Bid Proposal Form may result in the Bid being considered non-responsive.

8) Offers in response to formal Bid Solicitations may be accepted by facsimile transmission. Only signed offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid. If RFP contemplates sample contract, submit sample.

9) Bidders who qualify their Proposals by including alternate contractual provisions should be aware that HRHS does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, HRHS shall not consider any subsequent submissions of alternate terms and conditions.

10) Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

#### **D) MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS**

1) Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by HRHS will be considered the valid modification.

2) Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.

3) Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, HRHS may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by HRHS following the Bidder's modification or withdrawal of its Proposal. HRHS may reject an offer, in whole or in part, as set forth in HRHS's Procurement Manual.

#### **E) EVALUATION OF OFFERS**

1) Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set

forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.

2) HRHS may, in its sole and absolute discretion: a) Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders; b) Re-advertise this Solicitation; c) Postpone or cancel the Bid process for this Solicitation; d) Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation; e) Determine the criteria and process whereby Proposals are evaluated and awarded.

3) A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to HRHS upon any debt or Contract or which is in default as surety or otherwise upon any obligation to HRHS.

4) No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with HRHS, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.

5) A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against HRHS at the date and time of the Bid Opening.

#### **F) AWARD OF CONTRACT**

1) The HRHS Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a HRHS contract, or any claim arising out of the performance of a HRHS contract, with the Director's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the HRHS's Contact.

2) If the HRHS or HRHS designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.

3) By law, HRHS reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.

4) Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.

5) No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by HRHS.

**G) CONTRACTUAL OBLIGATIONS**

1) In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by HRHS and Bidder.

**SPECIAL CONDITIONS**

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

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual:

The Facilities/Transportation Manager, Robert St. Sauver, at 931/289-4135, FAX 931/289-3220 or email: [rstsauver@highlandrim.org](mailto:rstsauver@highlandrim.org)

Failure to abide by this requirement may result in disqualification from further participation in this process.

**1. CONTACT PERSON:**

Written proposals shall be submitted and compiled in the order listed below with each section clearly identified by the title underlined. Failure to follow the submission format may result in the proposal being considered nonresponsive and ineligible for consideration.

**2. SUBMITTAL INSTRUCTIONS:**

1. One copy and one original of the bid packet.
2. Submit a bid packet in a sealed envelope with the project name in the lower left hand corner of envelope, with the bidders name clearly written on the envelope.

# PROPOSAL FORM - PAGE 1

SUBMITTED BY:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**CERTIFICATION:**

The undersigned hereby affirms that: He/she is a duly authorized agent of the Bidder; He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form; The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: \_\_\_\_\_ Date \_\_\_\_\_

Manual Signature of Agent \_\_\_\_\_

Typed/Printed Name of Agent \_\_\_\_\_

Title of Agent (If a Submission is Offered): \_\_\_\_\_

Facsimile: (\_\_\_\_\_) \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

**NO OFFER:**

Indicate reason(s) why no offer is being submitted at this time.

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# PROPOSAL FORM - PAGE 2

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

**PROMPT PAYMENT TERMS:**

Discount: \_\_\_\_\_ % \_\_\_\_\_ Days

Net: \_\_\_\_\_ Day

**VARIATIONS:**

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is nonresponsive and ineligible for award:

Page #: \_\_\_\_\_ Item # or Section: \_\_\_\_\_

Variance

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Page #: \_\_\_\_\_ Item # or Section: \_\_\_\_\_

Variance

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Page #: \_\_\_\_\_ Item # or Section: \_\_\_\_\_

Variance

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## STATEMENT OF WORK

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

**1. Type of vehicle:**

Two Mid-Size Sedans

## 2. SPECIFICATION STANDARDS FOR VEHICLES:

### Vehicle One:

#### Exterior

- Body Style: Sedan
- Wheelbase(in): 111.4
- Length, Overall (in): 193.8
- Width, Max w/o mirrors (in): 73.0
- Height, Overall (in): 57.6
- Rear Defrost
- Power Windows
- Base Curb Weight (lbs): 3388
- Tires & Wheels
- Tires - Front Performance
- Tires - Rear Performance
- Tire Pressure Monitoring System
- Aluminum Wheels
- Wheel Locks (Optional)

#### Interior

- Alarm
- Auxiliary Power Outlet
- Back-Up Camera
- Cruise Control
- Auto-Off Headlights
- Keyless Start
- Remote Engine Start
- Adjustable Steering Wheel
- Steering Wheel Controls
- Leather Wrapped Steering Wheel
- Navigation
- Trip Computer
- Front Floor Mats
- Keyless Entry
- Power Door Locks
- Electro chromic rearview mirror
- Heated Mirrors
- Mirror Memory
- Power Driver Mirror
- Driver Vanity Mirror
- Driver Illuminated Vanity Mirror
- Passenger Illuminated Visor Mirror
- Passenger Capacity: 5
- Passenger Volume (cu. ft.): 102.9

- Front Head Room (in): 39.1
- Front Leg Room (in): 42.0
- Front Shoulder Room (in): 58.5
- Front Hip Room (in): 54.1
- Second Head Room (in): 37.5
- Second Leg Room (in): 38.1
- Second Shoulder Room (in): 57.1
- Second Hip Room (in): 53.4
- Trunk Volume (cu. ft.): 15.8
- AM/FM Stereo
- Auxiliary Audio Input
- MP3 Player
- Heating & Cooling
- Climate Control
- Dual Zone A/C
- A/C
- Navigation System
- Onboard Hands-Free Communications System
- Wireless Cell Phone Hookup
- Cloth Seats
- Driver Lumbar
- Passenger Lumbar
- Seat Memory
- Power Driver Seat
- Power Passenger Seat
- Pass-Through Rear Seat
- 2nd Row Bench Seat
- Bucket Seats

#### Mechanical

- Front Wheel Drive
- 4 Cylinder Engine
- Turbocharged
- Engine Type: Turbocharged Gas I4
- Displacement: 2.0L/122
- Horsepower (Net @ RPM): 250 @ 5300
- Torque (Net @ RPM): 260 @ 2000-5000
- Transmission: Automatic
- Turning diameter: 37
- Gasoline Fuel
- EPA Fuel Economy Est - City (MPG): 22
- EPA Fuel Economy Est - Hwy (MPG): 33
- Fuel Tank Capacity, Approx. (gal): 15.8
- Suspension Type - Front: MacPherson Strut
- Suspension Type - Rear: Four-Link
- Transmission
- Automatic

## 2.1 SPECIFICATION STANDARDS FOR VEHICLES:

### Vehicle Two (Hybrid)

#### Exterior

- Wheelbase(in): 111.4
- Length, Overall (in): 193.8
- Width, Max w/o mirrors (in): 73.0
- Height, Overall (in): 57.6
- Rear Defrost
- Power Windows
- Base Curb Weight (lbs): 3457
- Tires & Wheels
- Tires - Front Performance
- Tires - Rear Performance
- Tire Pressure Monitoring System
- Aluminum Wheels
- Alarm

#### Interior

- Auxiliary Pwr Outlet
- Back-Up Camera
- Cruise Control
- Auto-Off Headlights
- Keyless Start
- Adjustable Steering Wheel
- Steering Wheel Controls
- Front Floor Mats
- Keyless Entry
- Power Door Locks
- Heated Mirrors
- Power Driver Mirror
- Driver Vanity Mirror
- Driver Illuminated Vanity Mirror
- Passenger Vanity Mirror
- Passenger Illuminated Visor Mirror
- Dimensions
- Passenger Capacity: 5
- Passenger Volume (cu. ft.): 102.9
- Front Head Room (in): 39.1
- Front Leg Room (in): 42.0
- Front Shoulder Room (in): 58.5
- Front Hip Room (in): 54.1
- Second Head Room (in): 37.5

- Second Leg Room (in): 38.1
- Second Shoulder Room (in): 57.1
- Second Hip Room (in): 53.4
- Trunk Volume (cu. ft.): 11.6
- Entertainment
- AM/FM Stereo
- Auxiliary Audio Input
- MP3 Player
- Satellite Radio
- Heating & Cooling
- Climate Control
- Dual Zone A/C
- A/C
- Navigation & Communication
- Onboard Hands-Free Communications System
- Wireless Cell Phone Hookup
- Seats
- Cloth Seats
- Driver Lumbar
- Power Driver Seat
- Pass-Through Rear Seat
- 2nd Row Bench Seat
- Bucket Seats

#### Mechanical

- Engine & Performance
- Front Wheel Drive
- 4 Cylinder Engine
- Engine Type: Gas/Electric I4
- Displacement: 1.8L/110
- Horsepower (Net @ RPM): 124 @ 5000
- Torque (Net @ RPM): 129 @ 4750
- Transmission: Automatic
- Turning diameter: 37
- Fuel
- Hybrid Fuel
- EPA Fuel Economy Est - City (MPG): 49 (2017)
- EPA Fuel Economy Est - Hwy (MPG): 43 (2017)
- Fuel Tank Capacity, Approx (gal): 13.0
- Suspension
- Suspension Type - Front: MacPherson Strut
- Suspension Type - Rear: Four-Link
- Transmission
- Automatic

- Airbags
- Driver Air Bag
- Passenger Air Bag
- Side Head Air Bag
- Rear Head Air Bag
- Side Air Bag
- Rear Body Air Bag
- Brakes
- 4-Wheel ABS
- 4-Wheel Disc Brakes
- Safety Features
- Brake Assist
- Electronic Stability Control
- Daytime Running Lights
- Child Safety Locks
- Integrated Turn Signal Mirrors
- Traction Control

**3. DELIVERY:**

Delivery shall be made to Highland Rim Head Start located at 3215 Highway 149, Erin, Tennessee.