

MURFREESBORO ELECTRIC DEPARTMENT

INVITATION TO BID

Murfreesboro Electric Department ("MED") will receive and publicly open sealed bids at 205 N Walnut St., Murfreesboro, Tennessee 37130, telephone number (615) 893-5514. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: **Wednesday April 6, 2017**

BID TITLE: **Underground Installation Truck Bids**

MED CONTACT PERSON: PD Mynatt, General Manager
Murfreesboro Electric Department
205 N Walnut St.
Murfreesboro, TN 37130

TELEPHONE NUMBER: (615) 893-5514

FAX NUMBER: (615) 893-8375

E-MAIL ADDRESS: pmynatt@medtn.com

All bid responses must be received and acknowledged in the General Manager's Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

Murfreesboro Electric Department
PD Mynatt, General Manager
Post Office Box 9
Murfreesboro, Tennessee 37133-0009

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: **Friday April 21, 2017**

BID OPENING TIME: **2:30 p.m.**, Murfreesboro, Tennessee local time

1. INSTRUCTIONS AND CONDITIONS

1.1. *Invitation to Bid*

- 1.1.1. Murfreesboro Electric Department is seeking bids for the purchase of one (1) Underground Primary Installation Truck with a 6,000 pound Hydraulic crane and one (1) Underground Service Installation Truck with a 6,000 pound Hydraulic Crane each mounted on a 2017 Ford Super Duty F-550 DRW 4WD super chassis/cab with an Steel Utility service body and bins. Sealed bids will be received by the Murfreesboro Electric Department at the Office of the General Manager, 205 N Walnut St., Murfreesboro, Tennessee 37130, until **2:30** p.m. local time on **Friday April 21, 2017**, at which time the bids will be opened.
- 1.1.2. Bids may be mailed or delivered to the Murfreesboro Electric Department, Office of the General Manager, 205 N. Walnut Street, Murfreesboro, TN 37130. Attached are the specifications and bid form for the purchase of one (1) Underground Primary Installation Truck with a 6,000 pound Hydraulic crane and one (1) Underground Service Installation Truck with a 6,000 pound Hydraulic Crane each mounted on a 2017 Ford Super Duty F-550 DRW 4WD super chassis/cab with an Steel Utility service body and bins. **All bids shall be submitted on the attached bid form in sealed envelopes with "Underground Installation Truck Bids" on the outside of the envelope.** All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well. MED will not accept bid responses submitted by fax or electronic mail.
- 1.1.3. Bid responses must be received and acknowledged at the Murfreesboro Electric Department on or before the date and time specified for the receipt of bid responses. A bid opening date has been set for **Friday April 21, 2017, at 2:30 p.m.** local time at the Murfreesboro Electric Department. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received at the Murfreesboro Electric Department after the specified time will be considered late and will be returned unopened. MED shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 1.1.4. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for insuring that all pages and all addenda are received. MED advises all bidders to closely examine this ITB package, and to immediately

direct any questions regarding the completeness of this ITB package and any addenda thereto to MED's Contact Person.

- 1.1.5. Any prospective bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than five (5) days prior to the bid opening date.
- 1.1.6. There may be one or more amendments to this ITB. If your company desires to receive copies or notices of any such amendments, you must complete and submit the Contact Information Form included in the ITB. Please send this information to the contact person listed above via fax or e-mail. MED will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.
- 1.1.7. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for MED. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. MED will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.2. Bid Responses

- 1.2.1. Bid responses must be submitted in a sealed envelope that includes the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered.
- 1.2.2. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 1.2.3. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

- 1.2.4. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide MED with the best product available at the lowest possible price. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.
- 1.2.5. Bidders must specify manufacturer's name for all products proposed. Prices quoted must be the price for new (not reconditioned or remanufactured) merchandise direct from the manufacturer that is free from defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable MED to make the determination of similarity, serviceability and suitability of the substitute. MED reserves the right to be the sole judge in making such determination.
- 1.2.6. If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from MED whether the substituted item is equal and/or better and of comparable quality as specified. MED will attempt to give the bidder notice of med's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre bid approval but the bid may be rejected for failure to meet specifications if proposed substitute is unacceptable to MED.
- 1.2.7. Reserved
- 1.2.8. Reserved
- 1.2.9. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn for a period of ninety (90) days after bid opening.
- 1.2.10. Bid responses may be modified by written notice received and acknowledged by MED prior to the date and time for public opening of bids. Late modifications cannot be considered.
- 1.2.11. MED will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses and their accompanying documentation will become the record of MED.

- 1.2.12. MED is exempt from federal and state taxes. Upon request, MED will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with MED shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to MED, nor shall any vendor be authorized to use MED's Tax Exemption Number in securing such materials.

1.3. Bid Award

- 1.3.1. Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference. MED may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.
- 1.3.2. This solicitation in no manner obligates MED to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of MED and may be terminated at any time prior to the signing of a contract. MED reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of items(s) purchased.
- 1.3.3. The successful bidder shall provide the various components of one (1) Underground Primary Installation Truck with a 6,000 pound Hydraulic crane and one (1) Underground Service Installation Truck with a 6,000 pound Hydraulic Crane each mounted on a 2017 Ford Super Duty F-550 DRW 4WD super chassis/cab with an Steel Utility service body and bins. **The bid price shall include all parts, labor, accessories and any other standard equipment necessary to make these items function as intended. Pricing for each component shall be effective for ninety (90) days from date of bid award.** If in the bidder's opinion, additional equipment or services are necessary to make the equipment fully operational; this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to MED. To submit a bid implies consent to the terms as set forth in this bid.

- 1.3.4. Any items bid deemed not of equal and/or better and of comparable quality and similar in design as that specified shall be cause for rejection of bids. In addition to the price, the following aspects will also be considered in the award of a contract:
- a. The ability of the bidder to perform the contract or to provide the material for service required;
 - b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
 - c. The character, integrity, reputation, experience and efficiency of the bidder;
 - d. The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service;
 - e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
 - f. Terms and conditions stated in bid;
 - g. Compliance with specifications or ITB;
 - h. The attached bid sheet is to be utilized for submittal of bid; and
 - i. Bidder's past performance with MED.
- 1.3.5. MED reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of MED.
- 1.3.6. No bidder may withdraw its response for a period of ninety (90) days after the date and time set for the opening of the responses. In the event MED shall award a contract to a bidder and if during such ninety (90) day period MED determines that such bidder will be unable to properly perform the contract, MED reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.
- 1.3.7. The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by MED as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder;

d) fraud and e) any other breach of the terms of the bid specifications or contract.

1.3.8. Bidder, by signing and making this bid, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

1.4. Terms and Conditions

A representative copy of a MED contract is included with this bid package. It immediately follows the Invitation to Bid document. Any bidder who is awarded a contract pursuant to this invitation to bid agrees to be bound by the terms and conditions set forth in the attached MED Contract (Attachment A). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed Contract terms may be a basis for rejection of the bid. If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties.

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

1.4.1. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, MED shall have the right to immediately terminate the contract upon written notice to the bidder. MED may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, MED shall have the right to terminate the contract immediately upon written notice to the awarded bidder.

1.4.2. MED, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by MED in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to MED for damages sustained by virtue of awarded bidder's breach.

1.4.3. The contract may be modified only by written amendment executed by all parties and their signatories hereto.

- 1.4.4. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 1.4.5. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event MED prevails, awarded bidder shall pay all expenses of such action including MED's attorney fees, expenses, and costs at all stages of the legal action and/or alternative dispute resolution process, if any.
- 1.4.6. The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 1.4.7. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 1.4.8. Contractor shall indemnify and hold harmless MED, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 1.4.9. Awarded bidder shall maintain insurance sufficient to cover any claims arising from the acts of the awarded bidder in connection with the performance of this contract and subject to the approval of MED.
- 1.4.10. The bidder shall furnish to MED all such information and data for this purpose as MED may request. Such information shall be submitted to MED within five (5) days of MED's written request. MED does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. MED does not warrant or guarantee that a contract will be awarded as a result of this ITB.

1.5. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 1.5.1. Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- 1.5.2. It is the policy of MED not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 1.5.3. Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- 1.5.4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under MED contracts.

1.6. Payment and Delivery

- 1.6.1. Payment will be made by MED after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 1.6.2. Trucks shall be built in accordance with designed layout. Delivery to be Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery.

- 1.6.3. Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this ITB are to be made during the normal working hours of MED. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded bidder fail to deliver items on or before its stated date, MED reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items. Delivery dates are required. If unit is not delivered within thirty (30) calendar days of delivery date, liquidated damages of \$100 per day will be subtracted from the bid price.
- 1.6.4. Delivered items will not be considered "accepted" until an authorized agent for MED has, by inspection or test of such items, determined that they fully comply with specifications. MED may return, for full credit and at no expense to MED, any item(s) received which fail to meet the specifications as stated in this ITB.
- 1.6.5. Deliveries made pursuant to this ITB, and the contract award, must be made pursuant to written purchase order of MED. MED assumes no liability for goods and/or services provided without a written purchase order from MED. Unless otherwise specified in this ITB, delivery and freight charges are to be prepaid and included in the bid price.
- 1.6.6 Unless otherwise specified every item bid shall have a manufacturer's warranty against defects in parts or workmanship for a minimum of one (2) years.

SPECIFICATIONS

2.1 Overview

- 2.1.1 Invitation to Bid for a contract to provide one (1) Underground Primary Installation Truck with a 6,000 pound Hydraulic crane and one (1) Underground Service Installation Truck with a 6,000 pound Hydraulic Crane each mounted on a 2017 Ford Super Duty F-550 DRW 4WD super chassis/cab with an Steel Utility service body and bins..

2.2 Specifications

- 2.2.1 (Attachment A.) Sample Contract

- 2.2.2 (Attachment B.) Specifications

- 2.2.3 Reserved
- 2.2.4 Firm prices are required. Prices are to include freight to Murfreesboro Electric Department.
- 2.2.5 Typical drawings required on line body construction.
- 2.2.6 A pre-paint inspection is required. Certain equipment mounted on the unit shall be located at pre-paint inspection. See specifications for noted equipment.
- 2.2.6 If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid.

3. BID FORM

Bid Name _____

All prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to make this system operational, freight, delivery, installation, and training instructions. Pricing for each component shall be effective for one (1) year from date of bid award. MED is not subject to sales tax.

Explain type of warranty, length, coverage provided, bidder and purchaser liabilities and any associated costs. Specify any additions to the warranty coverage above the limits set forth in the attached specifications (attach additional pages if necessary).

State the name and location of the nearest authorized factory service facility or provider.

Bidders shall submit with its bid a detailed description and specifications of the product(s).

Awarded bidder will honor price(s) for other local governments.

How many days will awarded bidder honor price(s)? _____ (Minimum 90 days unless otherwise specified)

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within 90 days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

one (1) Underground Primary Installation Truck with a 6,000 pound Hydraulic crane and one (1) Underground Service Installation Truck with a 6,000 pound Hydraulic Crane each mounted on a 2017 Ford Super Duty F-550 DRW 4WD super chassis/cab with an Steel Utility service body and bins.

One (1) Underground Primary Installation Truck

_____ \$ _____

One (1) Underground Service Installation Truck

_____ \$ _____

Total: \$ _____

THIS BID RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Firm:

Form of Business:

Authorized Signature and Date:

Name Printed and Title:

Address:

Telephone Number: _____ Fax Number: _____

E-Mail: _____

Delivery Date: _____

4. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to MED. Please send this information to MED's contact person listed above via mail or fax. MED will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid Title _____

Company name _____

Mailing address _____

Phone number _____

Fax number _____

Company Contact Person _____