



INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE

PURCHASING DEPARTMENT

423/975-2716

Bid Name / Number **BUS PASSENGER WAITING SHELTERS / #5665**
Due Day / Date / Time **Tuesday / December 11, 2012 / 2:00 PM**
Bid Location / Mail Address Johnson City Purchasing Department, Debbie Dillon-Director,
 209 Water Street (37601), P O Box 2150 (37605), Johnson City, TN
Bid Contact / Telephone Eldonna Janutolo (423) 434-6274; jctadmin@johnsoncitytransit.org ;or vharless@johnsoncitytn.org
Bid Issue Date November 15, 2012
Delivery Location Johnson City Transit Dept., 209 Water Street, Johnson City, TN 37601
FOB Destination, Johnson City, TN
Payment Terms Net 30

Bidder is responsible for completing the remaining portion of this bid document

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE
1.	each	Quantity 3-6: 7'5" x 5' (\pm 6") Bus Passenger Waiting Shelters as per attached specifications which are an integral part of this bid. Specify if any quantity discounts are available: Option to purchase up to five (5) additional shelters within six (6) months of award, at unit prices. FTA Clauses apply (attached) Proposed Shelter: _____ Bid submittals as per para 1.4 attached. Pre-Approved equals as per 1.3B attached Must be received by Nov. 29, 2012.	\$ _____

Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate your approval of Cooperative Purchasing Agreement. Yes No.

Bidder's Check List Place a check mark by all areas to signify compliance.

Bid signed in ink by authorized company representative Bid prices, extensions and total verified as correct
 Addenda initialed and returned with bid, if applicable

By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached *Bid/RFP General Terms & Conditions* and the City's *Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties* contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted.

SUBMITTAL INSTRUCTIONS:
 Place signed bid response in a sealed envelope plainly identified on the outside in the lower left corner with the Bid Name and Number. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon-Director, P. O. Box 2150 (37605), 209 Water Street (37601) Johnson City, TN on or before the bid opening date and time.

Firm Name _____
By _____
Address _____
Telephone _____
Fax _____
E-Mail _____

TYPED & SIGNED

ELECTRONIC RESPONSES ARE NOT ACCEPTABLE.

BID MUST BE SIGNED TO BE VALID

**PASSENGER WAITING SHELTERS
JOHNSON CITY TRANSIT
JOHNSON CITY, TENNESSEE**

Sealed bids will be accepted by the City of Johnson City for the purchase of:

Three (3) to six (6) 7'-5" X 5' (+ or – 6") BUS PASSENGER WAITING SHELTERS, with an option of up to five (5) additional shelters within six (6) months from the date of bid award.

PART 1 - GENERAL

1.1 DESCRIPTION

The work specified shall consist of the design, fabrication, and delivery of Transit Passenger Waiting Shelter. Passenger waiting shelter shall include along inside back wall, bench/backrest 4' in length (+ or – 6"), with 3' space along inside back wall having no bench. The shelter shall be ADA compliant.

1.2 STANDARDS

A. Design

The shelter shall consist of structural aluminum frame, with glazed rear and side wall modules, glazed dome roof, full length bench, and all required hardware for installation, including anchorage.

The front of the shelter shall be completely open with the roof line extending past the front side panels at least 28" (+ or - 4"). The walls shall be glazed full height, with 10" (+ or - 4") ventilation space at bottom.

All shelter connections, components, and anchorage shall be tamper proof. The design shall allow for the fasteners to be completely hidden when the shelter is field installed, and for the assembled shelter to provide a neat structure free of sharp or irregular edges or corners.

The shelter frame shall be designed to be stable with or without wall glazing and roof domes.

Maximum horizontal span of any panel shall not exceed 27".

B. Materials

Aluminum - All aluminum shall conform to the standards of the Aluminum Association.

- All structural and framing members, including the fascia, shall be one-piece extruded aluminum tubes of 6063-T52 alloy not less than 1/8 inch thick.
- All glazing frame extruded aluminum sections shall be 6063-T6 alloy.
- All structural connector channels, roof corner key angles, and base anchor boots shall be extruded aluminum sections of 6063-T6 alloy.

Glazing – All glazing shall conform to the American National Standards Institute (ANSI) Safety Standards for Architectural Glazing Materials. All wall and roof glazing shall be a minimum thickness of 1/4”.

C. Size

The shelter shall be seven (7) feet, five (5) inches by five (5) feet (+ or - six (6) inches)

D. Performance

The shelter, including the structural frame, glazing and roof domes, shall be capable of withstanding a wind-load of up to 90 MPH. The roof including the dome shall be capable of supporting a uniformly distributed minimum load of 40 pounds per square foot or a separate concentrated minimum load 200 pounds placed at any location on the roof or fascia without permanent deformation.

1.3 QUALITY ASSURANCE

A. Experience

Manufacturer shall have a minimum of 15 years experience in the design and manufacture of aluminum passenger waiting shelters.

B. Pre-Approved Equals

Requests for equals must be pre-approved and received by November 29, 2012. The City will respond, in the form of an addendum, of any pre-approved products within 3 days (by December 4th). These requests must be emailed to: jctadmin@johnsoncitytransit.org. They shall be supported by complete technical documentation which shall include descriptive literature, assembly instructions and detail drawings which clearly show dimensions, joining details, alloy, temper, finish, and thickness of all members. Detailed specifications shall also accompany such requests.

1.4 SUBMITTALS

- A. Submit shop drawings and product data. Failure to submit drawings may result in the bid being considered non-responsive.
- B. Submit manufacturers statement of certification that materials meet or exceed these specifications. Failure to this certification statement may result in the bid being considered non-responsive.
- C. Submit finish sample.
- D. Submit wall and roof glazing samples.

1.5 PRICING

Pricing shall be on a **per-unit basis**, but any discounts for contracts of multiple units (in quantities of 4 or less) shall be included.

1.6 DELIVERY AND STORAGE

Shelters shall be delivered to 209 Water Street, Johnson City, TN 37601 in clearly labeled modular assemblies. Each shelter shall include a boxed hardware kit complete with installation instructions.

1.7 TIME OF COMPLETION

Shelters must be delivered to the City of Johnson City within 75 days of the issuance of the Purchase Order.

1.8 WARRANTY and REPLACEMENT PARTS

Manufacturer warrants that shelter be free from defects in parts and workmanship for a period of one (1) year, from the date of delivery. Manufacturer shall maintain inventory of replacement parts for a minimum of ten (10) years following the delivery and City of Johnson City acceptance of shelter.

PART 2 - PRODUCTS

2.1 CONSTRUCTION

Shelter shall be constructed of modular components for easy repair. SNAP TOGETHER OR TWO (2) PIECE MEMBERS ARE NOT ACCEPTABLE.

2.2 MATERIALS

A. Framing members

Each shelter shall be supported by four vertical 2½" x 2½" aluminum tube corner mullions anchored at base and supporting the roof, rear

wall and side walls. Intermediate vertical mullions shall be 2½" x 1½" aluminum tubing.

B. Connections

Mullion connections shall be extruded aluminum "U" channels, 2 ¼ x 2 ¼, with tapered edges. Finish joint shall be flush.

C. Fasteners

All fasteners shall be aluminum or stainless steel or a combination thereof and shall be tamper proof. Zinc, carbon steel, plated or any other fasteners will not be acceptable. SELF-TAPPING OR SELF-DRILLING FASTENERS ARE NOT ACCEPTABLE. Exposed fasteners shall be finished to match shelter finish.

D. Wall Panels

All wall panels are to be of the same dimensions. The maximum horizontal span for each panel shall not exceed 27". Panels are to be made of coated polycarbonate. All wall panels shall be factory glazed into aluminum sub-frames with minimum depth engagement of ¾". Panel sub-frames shall be attached to vertical and horizontal structural mullions with 3/16" diameter rivets on approximately 13" centers.

All wall sections shall have structural horizontal members along top and bottom edges. Horizontal and vertical mullions shall be factory attached directly to each other. The fasteners shall be completely hidden when shelter is field installed. The final assembly shall provide a clean, neat, unobtrusive and tamperproof structure free of sharp or irregular edges or corners.

E. Window framing

All corners shall be mitered and reinforced with internal corner keys. Window frames shall be affixed to shelter frame with 3/16" diameter aluminum flush break rivets. NO WINDOW FRAMES SHALL BE SHIPPED LOOSE OR UNATTACHED TO A WALL MODULE. Attachment shall be from exterior of shelter for maximum replacement accessibility.

F. Glazing

All wall and roof glazing shall be ¼ inch thick. (As noted in section 2.2.D, wall panels shall be coated polycarbonate.) Roof domes shall be thermo formed white translucent acrylic, ¼ inch thick. Barrel roof shall be glazed with twin-wall polycarbonate. Gasketing around windows and domes shall be extruded PVC dry set splines, which shall be black in color. Hot or cold poured sealants will not be permitted.

G. Roof assembly

Roof shall be of dome design, and be completely assembled. Roof domes shall be factory glazed 1¼" deep all around.

Roof fascia shall be ⅛" extruded aluminum 6" high. Fascia shall incorporate an integral gutter with weep holes in back of shelter for drainage.

Roof fascia shall have both corner keys and alignment plates secured with 3/16" diameter rivets. Under no circumstances shall corner keys be dependent upon mere pressure fit. Each corner key shall be secured with a total of six rivets, three on each face, through both the roof fascia and corner key. Rivet shall match the finish of roof fascia.

The roof fascia extrusion shall have an inside lip facing downward which shall overlap the inside surface of the wall assembly. This lip shall have factory drilled clearance holes for factory supplied 3/16" diameter rivets on 20" centers. Through these holes, holes shall be chased into the top horizontal wall mullion in the field, then the roof assembly secured to the wall assembly with the factory supplied rivets. Any subsequent upward wind-load force under the roof shall be resisted by shear strength of the rivets. The roof assembly shall not be fastened down to the top of the wall sections with sheet metal screws whereby any upward force is resisted by the screw threads in tension.

H. Finish

All aluminum components shall have the following finish:
Hard coat anodic film
Color: Dark Bronze 313AMM10C22A44.

I. Anchors

Anchor flanges shall be aluminum with minimum height of 5" to provide up to 3" vertical adjustment for possible un-level site conditions. All mounting hardware shall be factory supplied. Anchor bolts shall be ½" diameter expanding concrete bolts.

J. Bench/Backrest

The bench shall be of extruded aluminum, consisting of two contoured sections for the bench, and one section for the backrest. Aluminum brackets and hardware shall be included. The bench/backrest shall be supported along the inside of the shelter's rear wall.

PART 3. SPECIAL REQUIREMENTS AND CONDITIONS

Johnson City Transit's purchasing procedures are governed by the State of Tennessee, the City of Johnson City, and various Federal laws, executive orders, and regulations, by Office of Management and Budget Circular A-102, Executive Order 12612, Federalism and Federal Transit Administration Circular 4220.1F "Third Party Contracting Requirements". These require, among other things, that purchases (including purchases for fixed assets, materials and supplies, construction, and/or services) be made according to approved plans and specifications, including the attached Federal clauses which become a part of the Contract between the City and the successful Bidder/Proposer.

3.1 Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors and subcontractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

3.2 Cargo Preference - Use of United States-Flag Vessels (46 U.S.C. 1241; 46 CFR Part 381)

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

3.3 Energy Conservation (42 U.S.C, 6321 et seq; 40 CFR Part 18)

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.

The Contractor also agrees to include any applicable requirements in each subcontract, issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.

3.4 Access to Records and Reports (49 U.S.C. 5325; 18 CFR 18.36; 49 CFR 633.17)

The following access to records requirements apply to this Contract and Sub-Contracts issued pursuant 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. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. 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.
4. 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).

3.5 Federal Changes (49 CFR Part 18)

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.

The Changes to Federal Requirements flows down to subcontracts, issued pursuant to this contract, appropriately to each applicable changed requirement.

3.6 Recovered Materials (42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The Contractor also agrees to include these requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA, in which the prime contract exceeds \$10,000 of items designated by EPA.

3.7 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 issued pursuant to this contract, 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.

3.8 Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq.; 49 CFR Part 31; 18 U.S.C. 1001; 49 U.S.C. 5307)

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.

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 issued pursuant to this contract, 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 the provisions.

3.9 Termination (49 U.S.C. Part 18; FTA Circular 4220.1E)

1. Termination for Convenience (General Provision) The City of Johnson City / Johnson City Transit 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 Johnson

City / Johnson City Transit to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Johnson City / Johnson City Transit, the Contractor will account for the same, and dispose of it in the manner the City of Johnson City / Johnson City Transit directs.

2. Termination for Default [Breach or Cause] (General Provision) 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 Johnson City / Johnson City Transit 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 Johnson City / Johnson City Transit 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 Johnson City / Johnson City Transit, 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 (General Provision) The City of Johnson City / Johnson City Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which 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 Johnson City / Johnson City Transit 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 the City of Johnson City / Johnson City Transit setting forth the nature of said breach or default, the City of Johnson City / Johnson City Transit 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 Johnson City / Johnson City Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach In the event that the City of Johnson City / Johnson City Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Johnson City / Johnson City Transit shall not limit the City of Johnson City / Johnson City Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

The Contractor also agrees to include these requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA, in which the prime contract exceeds \$10,000.

3.10 ADA Access

Contractor shall meet all applicable requirements of the Americans with Disabilities Act of 1990, as amended, in fulfilling this contract.

The contractor also agrees to include any applicable requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.

3.11 Civil Rights Requirements

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.

(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.

3. The Contractor also agrees to include these requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

3.12 Disadvantaged Business Enterprises

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation for the current Federal Fiscal Year is 4%. A separate contract goal has not been established for this procurement.
2. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Johnson City Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
4. The contractor is required to pay its subcontractors performing work related to this contract (regardless of whether or not the subcontractor is a DBE) for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Johnson City on behalf of Johnson City Transit (a department of the City of Johnson City).
 - Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Johnson City on behalf of Johnson City Transit.
 - Johnson City Transit requires the contractor to submit a completed "Prompt Payment Certification" to JCT (attached) no later than 30 days after the contractor's receipt of payment from the City, as verification of the contractor's payment to its subcontractors for work related to this contract.

In addition, the contractor may not hold retainage from its subcontractors.

This clause applies to both DBE and non-DBE subcontracts.

3.13 Incorporation of Federal Transit Administration Terms (FTA Circular 4220.1E)

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 "Third Party Contracting Guidance," 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 Johnson City / Johnson City Transit's requests which would cause the City of Johnson City / Johnson City Transit to be in violation of the FTA terms and conditions.

The Contractor also agrees to include any applicable requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.



CITY OF JOHNSON CITY, TENNESSEE

BID/PROPOSAL GENERAL TERMS AND CONDITIONS (Read Carefully)

1. PREPARATION OF BIDS/RFP'S

Only bids submitted on forms furnished by the city will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. TELEPHONE OR FACSIMILE BIDS WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those posted at: <https://purchasing.johnsoncitytn.org/bsa>. Paper bids shall be sealed in an envelope. No bid received after closing time shall be considered. The official time for paper bids will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late bids will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a bid/proposal response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to solicitation opening.

2. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

3. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

4. BID/RFP OPENINGS

Bids/RFP's (paper & electronic) will be read aloud at the specified date and time as stated in the document. All openings are public meetings. All bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any bid/rfp opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

5. EXAMINATION OF BIDS/RFP'S

Bids/RFP's and associated documents may be examined at the opening. They are closed for review and inspection during the evaluation period prior to award.

6. COOPERATIVE PURCHASING:

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

7. BID TABULATIONS/RFP RESPONSES

Bid tabulations and RFP respondent's lists will be posted and available the next business day on our website: <http://www.johnsoncitytn.org> then select Purchasing Department, Current Bid/Notices.

8. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

9. BID/RFP EVALUATION

Bids/RFP's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

10. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfp's, to waive informalities and to accept the bid/rfp judged to be in the best interest of the City.

11. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best proposal meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City.

12. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

13. FOB POINT

All prices quoted shall be FOB delivered to the using department, City of Johnson City, TN unless otherwise stated in the solicitation document. Risk of loss and/or damage shall be upon the Seller until such time as the goods have been physically delivered and accepted by the City.

14. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

15. TAXES

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

16. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause following written notification of intent.

17. ORAL INSTRUCTIONS

No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing to all known interested parties and posted on the City's website. These addendums will originate either from the Purchasing Department or the issuing Architect.

18. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

19. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any related standards thereto.

20. BRAND NAMES

By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

21. EQUAL OPPORTUNITY

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

22. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

23. CONDITION STANDARDS

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

24. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

25. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

26. WARRANTY

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

27. LICENSES, FEES, PERMITS

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

28. INSURANCE

The contractor shall maintain, at his expense, such insurance as will protect him from claims under Worker's Compensation Act and from claims of damages because of bodily injury, including death and damage to the property of others and claims for damages which may arise during operations under this contract whether such operations be by himself or by any subcontractor of anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract.

29. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

30. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitations, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

31. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any City employee

32. NON-COLLUSION AGREEMENT

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

REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS
BETWEEN THE CITY OF JOHNSON CITY
AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.
5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.
6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.
7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.
8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.
9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion without cause. In the event the City terminates without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract without cause.
10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.
11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.
12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.
14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.
15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.
16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.
17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.
18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.
19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, **including** but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.
20. No person or entity shall respond to a request for bid or request for proposal with any terms or conditions that might change, alter, amend, or differ with the specifications, terms, or conditions originally provided by the City in its initial request for bids or proposals.

October 5, 2009



STATEMENT OF BID/RFP DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via facsimile 423/975-2712.

We value your feedback and ask that you complete the following:

Bid/RFP No. # _____
Bid/RFP Name _____

We, the undersigned, decline to submit on the above bid/proposal for the following reason(s):

- _____ Insufficient time to adequately prepare a response
- _____ Our company does not offer this product or service. Remove us from the vendor list
- _____ Our schedule will not permit us to perform in a timely manner
- _____ We are unable to meet bond requirements
- _____ We are unable to meet insurance requirements
- _____ We are unable to offer comparable product or service
- _____ We are unable to meet specifications (explain below)

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: _____
Address: _____
Signature: _____
Telephone: _____
E-mail: _____
Date: _____