



INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE

PURCHASING DEPARTMENT

423/975-2715

WWW.JOHNSONCITYTN.ORG/PURCHASING

Bid Name / Number INTERSTATE 26 MOWING & LITTER COLLECTION CONTRACT / #6743
Due Day / Date / Time Friday / February 2, 2024 / 2:00 PM
Bid Location / Mail Address Johnson City Purchasing Department, Debbie Dillon-Director,
 209 Water Street, Johnson City, TN 37601
Bid Contact / Telephone Anthony Hill, ATHill@johnsoncitytn.org 423.480.3305 or purchasing@johnsoncitytn.org
Bid Issue Date January 22, 2024
Project Locations Various per bid specs
FOB Destination, freight prepaid and allowed - Johnson City, TN
Payment Terms Net 30

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

Item	Description	UNIT PRICE
	Term contract for Mowing & Litter Collection of Interstate 26 as per the attached documents that are an integral part of this bid.	
1.	Mowing & Litter collection cost per cycle:	\$ _____
2.	Litter Collection only cost per cycle:	\$ _____
	TOTAL:	\$ _____
Bid submittals (as per attached) :		
<ul style="list-style-type: none"> •List of equipment available for this contract •List of 3 references •Completed insurance checklist and general contract form 		

SOLICITATIONS WILL BE OPENED PUBLICLY IN-PERSON AND VIA A VIRTUAL CONFERENCE SIMULTANEOUSLY.

Join Virtual Zoom Bid Opening: [ITB# 6743 -INTERSTATE MOWING CONTRACT VIRTUAL BID OPENING](#);
 Meeting ID: 851 9489 6263; Passcode: 742175. *If you do not have access to a webcam, or you have no audio with your system, you may call this number to join: (646) 518-9805.* Any issues accessing the zoom web meeting please call 423.975.2715 for direct assistance.

Bidder's Reminder: • Bid to be signed by authorized company representative; • Verify prices, and total as correct

ADDENDA ACKNOWLEDGEMENT: _____, _____, _____, _____, _____
 By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached Sealed Solicitation *General Terms & Conditions* and the City's *Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties and the Requirements of the Iran Divestment Act and Non-Boycott of Israel Act (Sealed Solicitations General Terms & Conditions #20 & #22)* contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder complies pursuant to T.C.A. § 12-12-106 & T.C.A. § 12-4-119.

SUBMITTAL INSTRUCTIONS:

Submit electronically per link below if allowable or place signed bid response in a sealed envelope plainly identified on the outside with vendor name and bid name and number. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon- Director, 209 Water Street, Johnson City, TN 37601 on or before the bid opening date and time.

Firm Name _____

By _____

PRINTED & SIGNED

Address _____

Telephone _____

Fax _____

E-Mail _____

ELECTRONIC RESPONSES: [CLICK HERE](#)

THIS SHEET MUST BE SIGNED AND RETURNED WITH BID SUBMITTAL TO BE CONSIDERED VALID

**City of Johnson City
Public Works Department**

ITB# 6743 - Specifications for Litter Collection & Mowing Interstate 26

January 2024

1. General

The City of Johnson City desires to contract on a seasonal basis both litter collection and mowing and trimming the right-of-way of I-26 for vegetation control in accordance with these specifications. This contract is for all roadsides and median areas (interchanges are not a part of this contract). The mowing season for this year will begin on or about April 1st and extend to approximately October 30th. Litter collection will begin on or about November 1st and extend to approximately March 31st (***this will be every other week cycle (2 week)***). A map of locations covered under this contract is provided on-line as follows or available for viewing at the J C Public Works/Street Department office.

\\jc-gis\files\GisData\Depts\PublicWorks\Street\y20220504_MowingAreas_JC_maintained\2023\PDFs\Final

2. Work Requirements

- 2.1. Litter collection shall be performed before each mowing. All areas mowed under this contract shall be walked and have all litter and debris picked up, bagged and removed. The mowing should be started immediately after the litter is collected to help ensure that mowing equipment does not scatter debris. Litter disposal is the responsibility of the contractor.
- 2.2. All mowing shall be performed to the satisfaction of the City. The height of the mowing shall be 4 inches. The contractor shall mow only those areas that are designated as mowable acres, including a minimum of 5 feet behind all guardrails and shall exercise extreme care not to damage trees, plants and shrubs within the mowed areas. The Contractor shall mow as close as practicable to all fixed objects. Hand trimming is required atop earth berms and within all rip-rap areas and shall be performed concurrently with the mowing operation. In addition, hand trimming around all fixed objects, including but not limited to earth berms, guardrails, utility installation, delineators, sign posts, wildflower plots, bridge abutments and bridge piers, is required and shall be performed concurrently with the mowing operation. The contractor shall not apply chemicals, nor bale mowed vegetation under this contract.
- 2.3. When mowing within 12 feet of the shoulders of the main lanes, mowers with rear or left discharge shall be operated in the opposite direction of traffic and mowers with right discharge shall be operated in the direction of traffic. Flaggers may be required and all needed safety precautions shall be taken when it is necessary for equipment to cross the main traffic lanes.
- 2.4 Contractor will notify the designated point of contact for the City prior to beginning work on City Property. This notification can be done by telephone, text message or e-mail. The Contractor shall also report the completion of each mowing and litter cycle utilizing the City's internet based electronic mowing reporting system or as directed.

2.4 If mower encounters potential problems WITHIN THEIR MOWING AREA (such as ground hog holes, or drop outs) that could cause a safety issue for the contractor or their equipment, they should notify the city. COJC will take care of these situations. This also applies to obstacles such as poison Ivy / oak, low hanging limbs as examples.

2.5 Penalty for Failure to Comply with Litter Clean Up Requirement and Missing Mowing Locations , any litter fragments or missing mowing locations not thoroughly cleaned up immediately will result in the following action and/or penalty:

- First time – A written warning will be issued
- Second time – A penalty fee of \$200 will be assessed
- Third time – A penalty fee of \$200 and written notice of potential termination of contract more than 3 times will be subject to contract termination for non-performance. Any penalty amount assessed will be deducted from the next payment following the date of occurrence.

2.6 Failure to respond within the specified timeframe, by the end of the next day, after notification, will result in a \$25.00 administrative fee (Per Location Missed), and non-payment for the specified areas missed.

3. Time and Frequency of Mowing

3.1. The contractor shall furnish all labor, supervision, equipment, and materials to safely and adequately perform the litter collection and mowing operation. A mowing cycle will be considered complete when all litter pick-up, mowing, hand trimming and swath mowing is complete to the satisfaction of the City. Frequency of litter collection and mowing for all locations will be as follows:

- All roadside and median areas shall be cleaned and mowed every 21 days from the **end of the previous cycle** (approximately 8 cycles). Since each cycle takes approximately one week to complete, the return interval should be about 4 weeks or roughly once a month.

NOTE: Interchange diamonds and clover leaves are NOT a part of this contract.

3.2. Reasonable allowances will be made for rainy weather but the contractor is expected to make every effort to adhere to the specified time between mowing cycles. If a cycle extends beyond the specified number of days due to weather then the following cycle should occur at 21 days from the end of the previous mowing and not sooner so as to “catch up” a cycle.

3.3. Mowing shall be performed only during the hours of daylight Monday through Saturday.

3.4. In addition the City may require a partial mowing cycle at certain locations due to critical sight distances or other reasons. A mowing cycle will be considered complete when all litter pick-up, mowing, hand trimming and swath mowing is complete to the satisfaction of the City.

- 3.5. The City may also request a supplemental litter pick up if needed. The area will be the same as what is normally done in conjunction with a mowing cycle and paid at the contract unit price for litter collection.
- 3.6. Dates of consideration when scheduling mowing: April, Bristol Spring Race, 1st weekend in June, Blue Plum Festival, 4th of July Celebration, and August Bristol Fall Race. The City likes to have a neat appearance for our visitors.

4. Equipment

- 4.1. Prior to beginning work, the Contractor shall certify to the City that the equipment to be used on this project is suitable for mowing at all locations designated herein to be mowed and further that all equipment used in the work will be maintained in safe operating condition at all times. Any equipment that the City determines to be unsuitable for use or hazardous to highway users shall not be used in the work. Sufficient equipment and accessory items necessary for efficient operation and completion of the cycle in the designated time shall be provided.
- 4.2. Rotary or flail type mowers will be required in the mowing of all rights-of-way. No disc type mowers will be allowed. Other types of grass-cutting equipment may be used, provided the equipment has been approved by the City prior to use. Slope (extension arm boom) mowers may be required on all routes for mowing the 5 feet behind guardrails. Behind guardrail mowing is included in swath mowing and acre mowing quantities.

All rotary mowers must be equipped with safety chains to prevent damage to property caused by flying debris propelled out from under the mower. Chains shall be a minimum of 5/16 inch in size and links spaced side by side around the mower's front, sides and rear. Chains shall be spaced at no less than twelve (12) strands per foot and shall be laced horizontally one row from the bottom with 1/4" steel cable secured by cable clamps on each end. When sitting on level ground, at a level cutting height of seven (7) inches, the chains shall be long enough to drag the ground. Flaps or semi-rigid guards will not be allowed as a substitute for chains. Maximum cutting widths for rigid frame rotary mowers shall be 108 inches.

Contractor shall provide a list of proposed equipment, with their bid, that is to be used for this contract. (See attached form "List of Equipment" for submittal)

- 4.3. All mowing equipment (except hand tools) shall be equipped so as to conform to prevailing Occupational Safety Health Act Standards, including flashing amber lights and slow moving equipment emblems. While equipment is not in use, it shall be parked or stored off the pavement or shoulder of the highway in an inconspicuous place more than 30 feet from edge of pavement or as directed by the City. Under no circumstances shall mowers be parked or stored on medians less than 100 feet wide.
- 4.4. In addition to the above, the use of batwing mowers is allowed provided that all sections are in the down position when operating. If used, when batwing mowers are being

moved from one site to another under their own power with the mowers raised, the mower shall be disengaged from the PTO shaft.

5. Warning Signs.

- 5.1. The Contractor shall furnish portable signs in accordance with the “Manual on Uniform Traffic Control Devices” to notify the traveling public of the operations of mowing equipment. The Contractor shall place these signs on the highway during the operation of mowers and remove them immediately after the operation ceases. Signs at the beginning point shall be 48” by 48” in size; diamond shaped with black letters on an orange background with a black border with eight inch high letters. Signs at the ending points shall be G20-2A signs, 48” by 24” in size. These signs shall be dual mounted, one on each shoulder, for both directions of travel.
- 5.2. The Contractor shall be required to have the company name and phone number on all tractors and work zone support vehicles in a location that is visible to the public. The lettering for the company name and phone number shall be a minimum height of three inches (3”).
- 5.3. Personnel shall wear high visibility work ware, Class 3 safety vests, and have the proper Personal Protection Equipment (PPE).

6. Damage to Property

- 6.1. The Contractor shall mow in such a manner that they do not damage the existing ground areas, trees, shrubs, guardrail, utilities, delineators or other structures. The Contractor shall not mow during wet conditions where turf damage or ruts would occur. In the event damage occurs to the right-of-way by reason of mowing operations, the Contractor shall replace or repair it at his own expense in like kind and as directed by the City. If damaged property resulting from the Contractor’s operations has to be repaired or replaced by the City, the cost of such work shall be deducted from monies due the Contractor.
- 6.2. The Contractor shall take the necessary precautions to prevent damage to passing vehicles and to both public and private property. This shall include, but is not limited to trees, shrubs, fences, mailboxes, structures, vehicles and any other property that may be damaged by the mowing operation. Payment of estimates may be withheld until damaged property has been repaired or replaced. City shall be notified of any and all claims of damage as soon as possible after the incident.
- 6.3. The Contractor shall respond to all claims of damage from the public within 72 hours after notification of damage. Failure to settle claims for damages in a timely manner may result in actions by the City to preclude the Contractor from performing work on future projects.

7. Insurance

7.1. The attached **Insurance Checklist** (which includes a section for the Insurance agent to fill-out) and **General Contract Form** must be completed and returned with the bid package. Successful vendor shall provide certificate of insurance, as specified, prior to contract award.

7.2. The Contractor shall be considered in default at any time this insurance is canceled, terminated or allowed to expire prior to completion of the contract.

8. References

8.1. Bidders shall include a list of 3 references that they have worked for and are familiar with their work. The list should include agency/company name, contact person name and phone number, and general description of work performed. Do not include any J.C. Public works references.

9. **Fuel Price Adjustments for Litter Collection & Mowing**

Due to the past fluctuation in fuel prices, adjustments to the base cost per mowing cycle or litter collection will be allowed as follows:

1. The baseline cost for regular unleaded gasoline at time of bid will be \$2.69/gallon and for diesel at the time of bid was \$3.78/gallon.
2. Variation (increase or decrease) in the average price of fuel equal to or less than \$0.50 per gallon will not be adjusted.
3. Variation (increase or decrease) in the average price of fuel that is greater than \$0.50 per gallon will result in a fuel surcharge or credit in the amount of 3% of the per cycle cost for the first \$0.15 increment change in the average fuel price and an additional 2% adjustment for each additional \$0.15 increment up to a maximum of 11%. Fuel surcharges greater than 11% are not permitted under this contract.

Litter Collection Line item - Adjustment table for gas price of \$2.69 at time of bid:

Increases

<u>Average Gas Price</u>	<u>Adjustment</u>
\$2.19 to \$3.19	None
\$3.20 to \$3.35	3% of per cycle bid price
\$3.36 to \$3.51	5%
\$3.52 to \$3.67	7%
\$3.68 to \$3.83	9%
\$3.84 and up	11%

-Or-

Decreases

<u>Average Gas Price</u>	<u>Adjustment</u>
\$2.18 to \$2.03	-3% of per cycle bid price

\$2.02 to \$1.87	-5%
\$1.86 to \$1.71	-7%
\$1.70 to \$1.55	-9%
\$1.54 and below	-11%

Mowing Line item - Adjustment table for diesel price of \$3.78 at time of bid:

Increases

<u>Average Diesel Price</u>	<u>Adjustment</u>
\$3.28 to \$4.28	None
\$4.29 to \$4.44	3% of per cycle bid price
\$4.45 to \$4.60	5%
\$4.61 to \$4.76	7%
\$4.77 to \$4.92	9%
\$4.93 and up	11%

-Or-

Decreases

<u>Average Diesel Price</u>	<u>Adjustment</u>
\$3.27 to \$3.12	-3% of per cycle bid price
\$3.11 to \$2.96	-5%
\$2.95 to \$2.80	-7%
\$2.79 to \$2.64	-9%
\$2.63 and below	-11%

Fuel surcharges or credits must be listed separately on the monthly invoice along with the average price for gas and/or diesel during the month. The average gasoline and/or diesel price shall be the AAA Daily Fuel Gauge Report for the Johnson City TN area available on the internet at <https://gasprices.aaa.com/?state=TN>.

10. Contract Award

Award of a contract shall be on the combined basis of the bid unit cost per cycle and past performance of the contractor. The City reserves the right to award a contract that is deemed to be in the best interest of the City. Vendor's past performance will be an award consideration.

11. Term and Method of Payment

11.1. The contractor shall prepare a written invoice to be submitted monthly for up to 2 mowing cycles. The invoice shall list the individual locations for which payment is requested, the start and finish dates for the cycle, the unit cost per cycle, the total amount for each location, and the total amount due. The invoice must be signed by an authorized agent for the Contractor. Invoices may be delivered to the Street Division office or mailed to the City of Johnson City, P.O. Box 2150, Johnson City TN 37605

ATTN: Street Division. Payment will be mailed to the address provided in the bid, and will be made in about 30 days following the receipt of invoice.

11. Termination of Contract

City

- 11.1 Periodic inspections of mowed areas shall be made by the City to confirm contractor compliance with mowing and trimming requirements. The City reserves the right to terminate any contract entered into subsequent to this Bid when, in the opinion of the Director of Public Works, the contractor has failed to perform satisfactorily any portion of the requirements stipulated under these specifications. Any such termination will be subject to written notification by the City wherein the reasons for termination shall be plainly stated.

Contractor

- 11.2 Upon 30 days written advance notice, the contractor may terminate their contract with the City. Failure to provide written notice as stated will result in delay or possible withholding of final payment until such time as the City is able to complete the usual process of soliciting a replacement contractor and determining the extent of costs incurred, if any, from such failure.

12. Contract Renewal

This contract shall be for a one-year period from the date of the purchase order and may be renewed on an annual basis in one (1) year increments up to three (3) years if all terms, conditions, and unit prices remain unchanged and both parties are in agreement. Prices contained herein are to be firm for the term of the contract. The City reserves the right to extend the contract additional years based on the above renewal conditions.



CITY OF JOHNSON CITY, TENNESSEE
<http://www.johnsoncitytn.org/purchasing>
SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS

Read Carefully – if applicable or unless specifically noted otherwise in the solicitation documents

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp/rfq does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfps/rfqs, to waive informalities and to accept the bid/rfp/rfq judged to be in the best interest of the City. Any document superfluously provided and not requested in the solicitation document may not be considered.

2. ADDENDA

Addenda will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge all addenda issued for a solicitation. No addendum will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended

3. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation 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. This includes value engineering with the low bidder if cost is over budget. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

4. 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.

5. BID TABULATIONS/RFP/RFQ RESPONSES

Bid tabulations and RFP/RFQ respondent's lists will be posted and available the next business day on our above website. Click on "awarded/opened solicitations".

6. BRAND NAMES

By referencing a product or service name as "or approved 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.

7. 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.

8. CONSTRUCTION DOCUMENTS

If a fee is required for bid documents then only those bidders of record with the issuing office are eligible to bid.

9. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitation, 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.

10. DELIVERY

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

11. 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.

12. 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.

13. EVALUATION

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

14. EXAMINATION OF BIDS/RFPs/RFQs

Bids and associated documents may be examined at the opening. Only the name of the respondent is read aloud for RFPs/RFQs. All solicitations are closed for review and inspection during the evaluation period, prior to award.

15. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

16. 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.

17. 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.

18. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

19. IRAN DIVESTMENT ACT

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>

20. 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 the contract.

21. 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.

22. NON-BOYCOTT OF ISRAEL ACT

Pursuant to the Non-Boycott of Israel Act Tenn. Code Ann. § 12-4-119 requires that contracts of \$250,000+ to suppliers with 10 or more employees must certify that to the best of its knowledge and belief they are not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not during the full term of any award.

23. 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.

24. 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.

25. 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

26. PRE-BID MEETING ATTENDANCE

If attendance is mandatory then only those firms whose names are listed on the pre-bid attendance roster are eligible to submit a solicitation.

27. 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.

28. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

29. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

30. QUESTIONS

Questions must be received by the City at least four (4) working days prior to the scheduled opening. 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, in the form of an addendum.

31. SAFETY STANDARDS

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

32. 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.

33. SEALED SOLICITATION OPENINGS

Bids will be read aloud at the specified date and time as stated in the document. RFP's/RFQ'S respondent names will be read aloud. All openings are public meetings. Bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

34. 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.

35. SUBMITTAL OF SEALED BIDS/RFPS/RFQS

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those **eligible for online submittal** at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/johnson-city-tn-vendor-registration>. **Paper submittals shall be sealed in an envelope.** No solicitation received after closing time shall be considered. The official time for paper submittals 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 submittals 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 solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

36. 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.

37. 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, or non-appropriation of funds, following written notification of intent.

38. 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.

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 or limit 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 with or

without cause. In the event the City terminates with or 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 with or 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. The City, as the owner of real property that is the subject of or in any way connected to any bid, request for proposal, or contract, hereby grants to the successful bidder/proposer/contractor the general management of the real property during the time that work is being performed, and the City agrees to transfer information specified in OSHA regulations at 29 CFR §1926.1203(h)(1), so that TOSHA/OSHA shall treat the successful bidder/proposer/contractor as the host employer when working in confined spaces. This paragraph applies only to those areas where the successful bidder/proposer/contractor has access to and performs work within confined spaces as defined in federal OSHA regulations. The successful bidder shall comply with all federal OSHA and state TOSHA regulations, including those regarding confined spaces.

September, 2017



STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Purchasing Department, 209 Water Street, Johnson City, TN 37601 or via e-mail: purchasing@johnsoncitytn.org . If you do not offer this product/service please remove from your vendor profile.

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

Solicitation No.: # _____

Solicitation Name: _____

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

- _____ Insufficient time to adequately prepare a response
- _____ Our company does not offer this product or service.
- _____ 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: _____