

City of Kingsport
 PROCUREMENT MANAGER
 225 W. CENTER STREET
 KINGSFORT, TN 37660
 PH. 423-229-9419
 FAX 423-224-2433

QUOTE NUMBER
 2017 SUMMER DEMOS

THIS IS NOT AN ORDER

VENDORS ARE REQUIRED TO COMPLETE THIS FORM I.E. TERMS, DELIVERY DATE, FOB, SIGNATURE & DATE.

THIS INQUIRY IMPLIES NO OBLIGATION ON OUR PART. CHANGES OR SUGGESTIONS OFFERING COST ECONOMIES ARE SOLICITED.

TO:

ISSUE DATE		REPLY DATE		TERMS	FOB	DELIVERY DATE	
05/31/17		06/14/17					
ITEM	QTY.	U/M	DESCRIPTION			UNIT COST	TOTAL COST
	1	JB	COMPLETE DEMOLITION AND DISPOSAL OF DEBRIS ASSOCIATED WITH THE STRUCTURES LOCATED AT: * 1754 HIGHLAND AVENUE				
	1	JB	* 1729 FAIRHAVEN ANVENUE				
	1	JB	* 1110 DOROTHY STREET				
	1	JB	* 1224 RIVERSIDE AVENUE KINGSFORT, TENNESSEE PLEASE PRICE EACH LOCATION SEPERATELY BECAUSE WE MAY NEED TO REMOVE ONE OR MORE LOCATIONS IF THEY ARE TORN DOWN BY THE OWNER(S) IN THE INTERIM. WE ANTICIPATE AWARDDING ALL LOCATIONS TO ONE VENDOR. PRICE TO INCLUDE ANY FILL DIRT NECESSARY FOR LOT GRADE AND ANY SEEDING OR REVEGETATION AS REQUIRED/REQUESTED BY THE CITY OF KINGSFORT. PRICE ALSO TO INCLUDE CLEARING THE LOT OF TREES, SHRUBS AND OTHER BRUSH.				

		<p><u>ALL DEMOLITION AND DISPOSAL OF DEBRIS SHALL BE IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL GUIDELINES AND OR REQUIREMENTS.</u></p> <p>WORK SHALL BE COMPLETED NO LATER THAN TWENTY (30) CALENDAR DAYS AFTER AWARD.</p> <p>TOTAL QUOTE DOCUMENT – 10 PAGES</p>		
--	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--

VENDOR'S SIGNATURE _____ DATE _____

TITLE _____

IRAN DIVESTMENT ACT AFFIDAVIT

As per Tennessee Code Annotated, Title 12, and effective July 1, 2016:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

Signature

Date

*******This Document must be signed & included with your Bid Submittal*******

Affidavit

STATE OF TENNESSEE
COUNTY OF _____

DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for _____;
2. That the bidding entity has submitted a bid to _____
for the construction of _____;
3. That the bidding entity employs no less than five (5) employs;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with 50-9-113, *Tennessee Code Annotated*.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

AFFIANT

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 200__.

NOTARY PUBLIC
My commission expires: _____

DRUG-FREE WORKPLACE

If **CONTRACTOR** has five or more employees receiving pay: **CONTRACTOR** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall provide the Affidavit required by Public Acts, 2000, Chapter 918. **CONTRACTOR** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

The City of Kingsport complies with Chapter 693 of the Public Acts of 2002 - The City of Kingsport operates a program that provides for testing of certain employees for workplace use of drugs and alcohol. The program is limited to those employees required by federal law to be tested. This law, known as the Omnibus Transportation Employee Testing Act of 1991, primarily covers certain employees who operate vehicles requiring a commercial drivers license or who work on vehicles the operation of which require a commercial drivers license.

INSURANCE

A. Supplement as follows:

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance of the subcontractor has been so obtained and approved.

The successful Contractor will furnish the Owner with Certificates of Insurance or policies and maintain the following insurance in such form as shall be satisfactory to the Owner. All Certificates of Insurance and policies shall contain the following clause:

"The insurance covered by this Certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

B. Worker's Compensation - Which shall provide protection against any liability imposed by the Worker's Compensation law of the state in which the work is performed.

C. Comprehensive General Public Liability - Such insurance shall be in at least the following amounts:

Bodily Injury with limits of \$500,000/\$1,000,000 Property Damage with limits of \$500,000/\$1,000,000

D. Comprehensive Automobile Liability:

Bodily injury - \$500,000/\$1,000,000
Property Damage - \$500,000

E. Owner's Liability - Contractor hereby agrees to indemnify and save harmless the Owner from all claims and suits for injury or destruction of property and from all expenses in defending said claims and suits, including court costs, attorney's fees and other expenses caused in anyway by the acts or omissions of the Contractor or the Contractor's agents, employees or subcontractors during or in connection with said work, excepting on the property damage and bodily injury or death caused by the sole negligence of the owner, its agents or employees. Limits will be as follows:

Bodily injury - \$500,000/\$1,000,000
Property Damage - \$500,000/\$1,000,000

DEMOLITION SERVICES - AND OTHER RELATED WORK -
2017 Summer Demolitions

1. The purpose of this document is to acquire the services of an independent contractor to furnish all necessary labor, tools, equipment, and supplies to demolish the structure and perform other related work as identified.

2. The City reserves the right to suspend all work in whole or part if deemed necessary for the best interest of the City of Kingsport. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

3. The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the contractor at the contractor's expense.

The work area shall be cleaned at the end of each work day. All materials, tools, equipment, etc. shall be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the project manager will be consulted.

4. Work hours shall be coordinated with the project manager. Any changes to the established schedule must have prior approval of the project manager.

5. All sewer, water and gas connections shall be left in accordance with the requirements of the utility involved.

Sewer, water and gas connections must be visibly capped at the property line, inspected and subsequently backfilled.

- 5.1 All sidewalks, driveway entrances, alley entrances, curbs and gutters, and streets that are to remain but which are damaged by the contractor during his operations shall be repaired to the satisfaction of the project manager. Sidewalks and streets shall be swept clean to prevent injury to pedestrians.

- 5.2 In order to control dust, the contractor shall apply adequate dust palliative (such as water) to

the ground and to the debris in an amount sufficient to lay dust incident to demolition and lot cleaning.

6. No improvements or salvage materials shall be moved and parked or stored on any nearby City-owned, publicly-owned, or privately-owned parcel of land, either by the contractor, subcontractor, or buyer of the salvage materials/ improvements without written permission from the owner. Likewise, equipment and materials or debris removed during demolition operations shall not be placed or dumped on either City, private or public property without written permission from the owner. Payment of any monies due will be held until all demolition equipment, materials and debris have been removed to the satisfaction of the City.
7. If the contractor damages underground facilities, he shall be responsible for all repairs. The contractor should contact Tennessee One Call and public and private utility companies to avoid damage.
8. All applicable fees and/or permit costs are to be included in the contractor's quoted offer. Fees for access to the City of Kingsport's demolition landfill shall be in the price offer. Fees for disposal of hazardous material shall be in the price offer.
9. Hazardous materials are defined as any product representing a health or physical hazard, and requires special handling and disposal under the E.P.A. The contractor must immediately advise the project manager when hazardous materials are found at the demolition/clean-up site, other than TV sets and equipment. The TV sets and related equipment will not be placed in the City's demolition site but disposed of per direction of Tennessee Department of Environment and Conservation.
10. The City shall not be responsible for the loss of any salvageable materials because of theft, vandalism, fire or any other reason.
11. The Contractor will pay all sales, consumer, use and other similar taxes required by law of the place where the work is performed.

12. Indemnification - The City of Kingsport, its officers, agents and employees shall be held

harmless from liability from any claims, damages and actions of any nature arising from the use of materials furnished by the bidder, provided that such liability is not attributable to negligence on the part of the agency or failure of the using agency to use the materials in the manner outlined by the bidder in descriptive literature or specifications submitted with the bidder's proposal. Contractor will be responsible for providing all required safety to include signs, notices, etc.

13. Insurance Requirements - See attached supplement. In addition to these requirements, Contractor will also provide any supplemental insurance associated with the abatement and disposal contractor. City of Kingsport will be named co-insurer on all certificates of insurance. No explosives may be used on this project.
14. Bidders will address any additional needs from the City of Kingsport in support of demolition activities, i. e. police, traffic control.
15. Time of Work - Demolition shall be completed, to include removal of debris, no later than thirty (30) calendar days after award.

Bidders desiring to visit the work area may contact Joel Spencer at (423) 224-2718 to make arrangements to visit the work area. Extras will not be allowed.

TERMS AND CONDITIONS

1. Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. This is a request for quote and can be faxed to (423)224-2433. No telephone bid(s) will be accepted. Unless otherwise stated by the City, no bidder may withdraw his bid within a period of sixty (60) days after the date set for the reply date.
2. If prices are quoted FOB Kingsport, TN., delivery to City of Kingsport locations shall be without additional charge.
3. Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Procurement Manager. An interpretation of the documents will be made only by addendum issued by the Procurement Manager to each firm to whom an invitation was forwarded. The City will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.
4. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent.
5. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.
6. Taxes. The City is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.
7. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
8. Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form.
9. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.
10. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract, whichever is the later date.

Terms and Conditions

Page 2 of 2

11. Charges for boxing or cartage will not be allowed unless previously agreed upon.
12. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
13. Bidder agrees to defend and save City of Kingsport from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
14. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail.
15. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
16. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
17. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.
18. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.
19. The City, in accordance with its governing directives, reserves the right to reject any and all bids, to waive any informality or irregularities in bids and unless otherwise specified by the bidder, to accept any item.
20. The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to rebid at the end of any contract period.