City of Kingsport

PROCUREMENT MANAGER
415 BROAD STREET
KINGSPORT, TN 37660
PH. 423-229-9419
FAX 423-224-2433

QUOTE NUMBER

2026 Fall Demo

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.

VENDOR:

ISSUE DATE	REPLY DATE	TERMS	FOB	DELIVERY DATE
10/05/26	10/14/26			

ITEM	QTY.	U/M	DESCRIPTION	UNIT COST	TOTAL COST
			COMPLETE DEMOLITION AND DISPOSAL OF DEBRIS ASSOCIATED WITH THE STRUCTURES LOCATED AT:		
	1	JB	*2027 ORLEANS ROAD (FIRST TRAILER ON LEFT) KINGSPORT, TENNESSEE		
	1	JB	* 2037 ORLEANS ROAD (LAST TRAILER ON LEFT) KINGSPORT, TENNESSEE		
			* NOTE: THIS IS ONE PARCEL WITH 3 SINGLE WIDE MOBILE HOMES ON IT. EACH ARE ADDRESSED SEPARATELY AND THE CENTER TRAILER IS NOT PART OF THE DEMOLITION. ONLY THE FIRST AND LAST TRAILER ON THE LEFT ARE BEING DEMOED.		
			PRICE TO INCLUDE REMOVAL OF ALL STRUCTURES INCLUDING OUTBUILDINGS, CLEAR LOT OF SMALL BRUSH, DEBRIS, AS WELL AS JUNK/GARBAGE ON THE EXTERIOR OF ALL LISTED PROPERTIES.		
			ALL DEMOLITION AND DISPOSAL OF DEBRIS SHALL BE IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL GUIDELINES AND OR REQUIREMENTS.		

			LANDFILL TICKETS MUST BE SUBMITTED WITH THE FINAL INVOICE TO ENSURE AN APPROVED DEMOLITION LANDFILL IS BEING UTILIZED. IF THERE ARE MULTIPLE LOCATIONS, PLEASE PRICE EACH SEPERATELY. WE MAY NEED TO REMOVE ONE OR MORE LOCATIONS IF THEY ARE TORN DOWN BY THE OWNER(S) IN THE INTERIM. THE CITY RETAINS THE RIGHT TO AWARD TO MULTIPLE VENDORS. WORK SHALL BE COMPLETED NO LATER THAN THIRTY (30) CALENDAR DAYS AFTER AWARD. TOTAL QUOTE DOCUMENT – 8 Pages		

VENDOR'S SIGNATURE_____ DATE_____

TITLE_____

**Note: Terms and conditions have been updated, please make sure to fill out the section under conflict of interest and submit with the quote.

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.

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 materials, supplies, vehicles, equipment, or services 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 without regard to its conflict of laws principals.

19. Any dispute arising out of any aspect of this purchase order or a contract shall be litigated in state court in Kingsport, Sullivan County, Tennessee or the federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

20. 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.

21. 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.

22. CONFLICT OF INTEREST:
    a) No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.

    b) No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

c) The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.

d) Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? _____Yes _____No
If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member _____

e) Are you or any officers/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education?
_____Yes _____No
If you answered yes please state the name of the employee or board member
_____

f) By submission of this bid, the vendor is certifying that no conflicts of interest exist.

23. DRUG FREE WORKPLACE REQUIREMENTS:
a) Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

24. ELIGIBILITY:
a) The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contender to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

25. GENERAL:
a) Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.

b) Such offer is genuine and is not a collusive or sham offer.

26. IRAN DIVESTMENT ACT:
a) Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

27. NON-COLLUSION:
a) Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.

b) The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

28. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:
a) In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

29. NON-BOYCOTT OF ISRAEL AFFIDAVIT
a) Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of $250,000 or more and to suppliers with 10 or more employees.

INSURANCE

A. Supplement as follows:

The Contractor shall not commence work under this Contract until he has obtained all theinsurance 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.

Each insurer shall have a rating of A or better by AM Best or its equivalent as determined by Owner as an approved alternate. A Certificate of Insurance is required prior to Contractor's performance of any work. Contractor understands and agrees to pay for any deductible or other retention for any claims arising from any policy or program covering the Contractor's actions and/or the performance of the work. It is further agreed that any insurance protection required hereby shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Owner. Contractor waives and shall have its insurers waive, its rights of subrogation.

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 theOwner which shall name City of Kingsport as an additional insured. The Certificate of Insurance shall also clearly state the following: "Should any of the above described policies by cancelled before the expiration date, the issuing company shall provide a ten (10) day written notice to the certificate holder". Vendor shall provide a complete certified copy of any policy including all endorsements and exclusions upon request. All Certificates of Insurance and policies shall contain the following clause:

> "The insurance covered by this Certificate will not be canceled or materiallyaltered, 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 bythe 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/$1,000,000Property Damage - $500,000

E. Owner's Liability - Contractor hereby agrees to indemnify and save harmless the Ownerfrom 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 expensescaused 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 -
2026 Fall 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 material, rubbish, and debris including concrete footings/slabs shall be removed from the site and disposed of by the contractor at the contractor's expense. Basements shall have the masonry block removed to include footings/slabs and be backfilled with approved material.

   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 unless it is an approved demolition landfill. 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. & T.D.E.C. guidelines. 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 an additional insured 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, and traffic control.

15. Time of Work - Demolition shall be completed, to include removal of all material and debris, no later than thirty (30) calendar days after award.

16. Grading and reseeding – Once demolition is completed the lot shall be graded in a manner where it can be mowed. The contractor shall place grass seed and straw once final grading has been completed and approved. Contractor shall, at City's discretion, return to the property up to two (2) times within 12 months of completion of the work to reapply grass seed and straw if City determines the property has not been restored to a like and similar condition as existed prior to commencement of the work. Contractor shall re-seed the affected area within 45 days of notice from the City of the need to re-seed the area.

17. Contractor will be required to submit landfill tickets with the final invoice to ensure that an approved demolition landfill is being utilized.

Bidders desiring to visit the work area may contact Keith Bruner at (423) 229-9320 to make arrangements to visit the work area. Extras will not be allowed.