



INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE

PURCHASING DEPARTMENT

423/975-2715

WWW.JOHNSONCITYTN.ORG/PURCHASING

Bid Name / Number CHRISTMAS TREES / #6782
Due Day / Date / Time Tuesday / July 16, 2024 / 2:00 PM (at which time it will be opened publicly)
Bid Location / Mail Address Johnson City Purchasing Department, Debbie Dillon-Director,
 209 Water Street, Johnson City, TN 37601
Bid Contact / Telephone Jeremy Jones; jjones@johnsoncitytn.org or purchasing@johnsoncitytn.org
Bid Issue Date July 02, 2024
Delivery Locations King Commons & Founders Parks as per attached OR City Pick Up per 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

	DESCRIPTION	UNIT PRICE	TOTAL
	Christmas Trees as per the attached specifications		
	Option 1:		
1.	90 ea	\$ _____	\$ _____
	Delivery		\$ _____
	Total		\$ _____
	Specify Variety proposed: _____		
	Delivery Date: (Circle one) 11/18/2024 11/19/2024 Either None		
	Option 2:		
2.	180 ea	\$ _____	\$ _____
	Delivery		\$ _____
	Total		\$ _____
	Specify Variety proposed: _____		
	Delivery Date (Circle one) 90 ea on 11/18/2024 & 90 ea on 11/19/2024 or None		

Solicitations will be opened publicly via a simultaneous virtual and in-person meeting.

Join Zoom Meeting: [ITB# 6782 - CHRISTMAS TREES VIRTUAL BID OPENING](#); Meeting ID: 840 3530 5701 ; Passcode: 464285. *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, extensions 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 #18 & #21) 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 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 PACKAGE

ITB# 6782 CHRISTMAS TREES SPECIFICATIONS

SUMMARY:

Quantity of one hundred and eighty (180) trees, 10'-12' height, cut with no root ball attached meeting ALL US Premium grade requirements per attached "United States Standards for Grades of Christmas Trees" with the exception* of handle length which shall be between 12" - 14" and all requirements per attached. The following species shall be acceptable:

Balsam Fir, Canaan Fir, Concolor Fir, Douglas Fir, Fraser Fir, Grand Fir, Korean Fir, Noble Fir, Nordmann Fir, Red Fir, Turkish Fir, White Fir, Black Hills Spruce, Blue Spruce, White Spruce, Eastern Red Cedar, Monterey Pine, Red Pine, Scotch Pine, Virginia Pine, White Pine, Arizona Cypress, Carolina Sapphire Cypress, Green Giant Cypress, Leyland Cypress, or Murray Cypress

ALL trees shall all be of the same species.

Bids will be accepted on trees in increments of ninety (90) with preference being given to vendors able to provide the total requested quantity of one hundred eighty (180) trees.

Delivery is preferred, but not required and bids will be accepted with or without delivery included. If included, the delivery price must be specified separately, and delivery date circled. Preference may be given based upon delivery price and/or date availability.

Award of a contract shall be on the combined basis of the tree species, bid quantities, pricing, 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.

DELIVERY REQUIREMENTS (if provided):

- Ninety (90) trees delivered on November 18, 2024 between 8:30 - 9:30am
 - King Commons Park - 112 Commerce St. Johnson City TN 37604
- Ninety (90) trees delivered on November 19, 2024 between 8:30 - 9:30am
 - Founders Park - 225 Commerce St. Johnson City TN 37604

All trees to be delivered on open bed truck, unloading to be provided by City of Johnson City
The City of Johnson City reserves the option to accept bids on trees with or without delivery at its sole discretion. Please list any specific requirements related to pick up, loading, vehicle, trailer, etc. if delivery is not provided.

SPECIFICATIONS

Trees must meet all "U.S. Premium" grade requirements per attached "United States Standards for Grades of Christmas Trees" including the following:

- Cut with no root ball attached
- Characteristics typical of the species;
- Cut with no root ball attached
- Butt trimmed;

- Normal taper;
- Fresh;
- Clean;
- Healthy;
- Well-shaped;
- Not less than heavy density;
- Handle length shall be 12" - 14"*
- Three faces with not more than 1 minor defect. Remaining face may not have more than 1 minor defect;
- 10' - 12' total height (see §51.3090)
- For tolerances see §51.309

INSPECTIONS

The City reserves the right to inspect all goods for compliance with specifications and to accept or reject based on these inspections.

Vendor shall allow for a minimum of three (3) viewings / inspections of trees as follows:

- 1st: Within one (1) week after award of bid
- 2nd: Within three (3) weeks prior to pickup / delivery date
- 3rd: The City of Johnson City shall do a final inspection of all trees within five (5) days after pickup / delivery and promptly provide the vendor with documentation of any observed defects

PRICE REDUCTION FOR NON-CONFORMITY

For trees received that do not conform with specifications the City may at its sole discretion utilize one of the following options:

- a) Accept any number of trees with no reduction in price paid or replacement required
- b) Accept any number of trees with a reduction in price paid for each tree according to its individual grading and / or total height as follows:
 - 1. Grade §51.3087 U.S. No. 1: Per unit bid price less 20%
 - 2. Grade §51.3088 U.S. No. 2: Per unit bid price less 35%
 - 3. Grade §51.3089 Culls: Trees failing to meet the requirements of U.S. No. 2 grade or above shall not be accepted
 - 4. Total Height §51.3090 of 9'0" - 9'11" total height: Per unit bid price less 20%
 - 5. Total Height §51.3090 of 8'0" - 8'11" total height: Per unit bid price less 35%
 - 6. Total Height §51.3090 of < 8'0": Trees less than 8'0" shall not be accepted
- d) Reject any number of trees and require their replacement with a tree meeting specifications
- e) Reject any number of trees with no replacement required and reduce total contract amount by the per unit price for each tree rejected

In the event of a vendor default with no acceptable remedy provided, the City of Johnson City reserves the right to terminate the portion of the contract for trees not provided and acquire replacement from another source. The vendor will be liable to the City for any excess costs for those trees above the previously accepted contract price.



**United States
Department of
Agriculture**

**Agricultural
Marketing
Service**

**Fruit and
Vegetable
Programs**

**Fresh
Products
Branch**

United States Standards for Grades of Christmas Trees

Effective October 30, 1989
(Reprinted - January 1997)

United States Standards for Grades of Christmas Trees

General

51.3085 General.

Grades

51.3086 U.S. Premium.

51.3087 U.S. No. 1.

51.3088 U.S. No. 2.

Culls

51.3089 Culls.

Size

51.3090 Size.

Tolerances

51.3091 Tolerances.

Definitions

51.3092 Fresh.

51.3093 Clean.

51.3094 Healthy.

51.3095 Well shaped.

51.3096 Butt trimmed.

51.3097 Density.

51.3098 Normal taper.

51.3099 Face.

51.3100 Fairly clean.

51.3101 Handle.

51.3102 Height.

51.3103 Minor defects.

51.3104 Noticeable defects.

51.3105 Classification of defects.

Metric Conversion Table

51.3106 Metric conversion table.

General

§51.3085 General.

The standards contained in this subpart are applicable to sheared or unsheared trees of the coniferous species which are normally marketed as Christmas trees. The majority of the Christmas trees marketed are of the following species:

Douglas Fir (*Pseudotsuga Menziesii*); Balsam Fir (*Abies Balsamea*); Red Fir (*Abies Magnifica*); White Fir (*Abies Concolor*); Fraser Fir (*Abies Fraseri*); Grand Fir (*Abies Grandis*); Noble Fir (*Abies Procera*); White Spruce (*Picea Glauca*); Blue Spruce (*Picea Pungens*); Eastern Red Cedar (*Juniperus Virginiana*); Red Pine (*Pinus Resinosa*); White Pine (*Pinus Strobus*); Virginia Pine (*Pinus Virginiana*); Scotch Pine (*Pinus Sylvestris*).

Grades

§51.3086 U.S. Premium.

"U.S. Premium" consists of trees which meet the following requirements:

- (a) Characteristics typical of the species;
- (b) Butt trimmed; except for trees graded "on the stump";
- (c) Normal taper;
- (d) Fresh;
- (e) Clean;
- (f) Healthy;
- (g) Well shaped;
- (h) Not less than heavy density;
- (I) Handle length, unless otherwise specified, shall be not less than 6 inches, or more than 1-1/2 inches for each foot of tree height. For trees graded "on the stump", handle length will not be a requirement of the grade;
- (j) Three faces with not more than 1 minor defect. Remaining face may not have more than 1 minor defect;
- (k) For size see §51.3090;
- (l) For tolerances see §51.3091.

§51.3087 U.S. No. 1.

"U.S. No. 1" consists of trees which meet the following requirements:

- (a) Characteristics typical of the species;
- (b) Butt trimmed; except for trees graded "on the stump";
- (c) Normal taper;
- (d) Fresh;
- (e) Fairly clean;
- (f) Healthy;
- (g) Well shaped;
- (h) Not less than medium density;
- (I) Handle length, unless otherwise specified, shall be not less than 6 inches, or more than 1-1/2 inches for each foot of tree length. For trees graded "on the stump", handle length will not be a requirement of the grade;
- (j) Three faces with not more than 2 minor defects. Remaining face may not have more than 1 noticeable defect;
- (k) For size see §51.3090;
- (l) For tolerances see §51.3091.

§51.3088 U.S. No. 2.

"U.S. No. 2" consists of trees which meet the following requirements:

- (a) Characteristics typical of the species;
- (b) Butt trimmed; except for trees graded "on the stump";
- (c) Normal taper;
- (d) Fresh;
- (e) Fairly clean;
- (f) Healthy;
- (g) Well shaped;

- (h) Not less than light density;
- (i) Handle length, unless otherwise specified, shall be not less than 6 inches, or more than 1-1/2 inches for each foot of tree length. For trees graded "on the stump", handle length will not be a requirement of the grade;
- (j) Two adjacent faces with not more than 3 minor defects. Remaining faces may not have more than 2 noticeable defects;
- (k) For size see §51.3090;
- (l) For tolerances see §51.3091.

Culls

§51.3089 Culls.

"Culls" consist of individual trees which fail to meet the requirements of the U.S. No. 2 grade. (See §51.3105 Table II).

Size

§51.3090 Size.

(a) Height of trees shall be stated in foot increments and unless otherwise specified, the following color codes will be used to designate the respective sizes:

COLOR	TREE HEIGHT (Feet)
Lime	3 feet or less
Orange	Over 3 to 4
Blue	Over 4 to 5
Red	Over 5 to 6
Yellow	Over 6 to 7
Green	Over 7 to 8
White	Over 8 to 9
Pink	Over 9 feet

(b) In determining which designations apply, the measurement for the height is the distance from the base of the handle to the top of the main leader, excluding that portion of the leader that extends more than 4 inches above the apex of the cone of the taper applicable to the tree.

(c) In any size range, a minimum of 1/3 of the trees in a lot shall be in the top half of that size range.

Tolerances

§51.3091 Tolerances.

In order to allow for variations incident to proper sizing, grading and handling in each of the foregoing grades the following tolerances, by count, shall apply when a lot of Christmas trees is required to meet a specific grade.

(a) For total defects, 10 percent for Christmas trees in any lot which fail to meet the requirements for the grade: **Provided**, That included in this amount not more than the following percentages shall be allowed for defects listed:

- (1) Off-size. Five percent for trees which fail to meet the height specified.
- (2) Off-length handle. Ten percent for trees which fail to meet the requirement for handle length, but which meet all other requirements for the specified grade.
- (3) Defects. Ten percent for trees which fail to meet the remaining requirements of the grade.

Definitions

§51.3092 Fresh.

"Fresh" means the needles are green, pliable, and firmly attached; with not more than slight shedding.

§51.3093 Clean.

"Clean" means the tree is reasonably free from foreign material.

§51.3094 Healthy.

"Healthy" means the needles have a fresh, natural appearance characteristic of the species.

§51.3095 Well shaped.

"Well shaped" means that the tree is not flat on one side and the branches of the tree, whether sheared or unsheared, are of sufficient number and length to form a conical outline tapering from the lowest whorl of branches to the top.

§51.3096 Butt trimmed.

"Butt trimmed" means that all barren branches shall have been removed, and the trunk has been smoothly cut at approximately right angles to the trunk.

§51.3097 Density.

"Density" means the amount of foliage on the tree. Factors contributing to degree of density are: The number and size of branches within the whorl, distance between the whorls, number and arrangements of the branchlets on each branch, the extent of internodal branching, needle arrangement, and needle length. Species differ in their habit of growth and some species do not have internodal branches. Density is judged on the basis of species characteristics.

(a) "Heavy density" means the whorls or branches are relatively close together, the spaces between are filled with needles and twigs so that the following species have said percentage of foliage so the main stem is not visible and the needle content and length are adequate to cover the branches:

NAME	PERCENTAGE OF MAIN STEM COVERED
Red Cedar	90 to 100%
Balsam Fir	80 to 100%
Douglas Fir	90 to 100%
Fraser Fir	70 to 100%
Red Fir	60 to 100%
White Fir	70 to 100%
Grand Fir	80 to 100%
Noble Fir	60 to 100%
Red Pine	70 to 100%
Scotch Pine	90 to 100%
Virginia Pine	90 to 100%

White Pine	90 to 100%
Spruce (all)	80 to 100%

(b) "Medium density" means the whorls or branches are reasonably close together, the spaces between are filled with twigs and needles so that the following species have said percentage of foliage so the main stem is not visible and the needle content and length are adequate to cover the branches:

NAME	PERCENTAGE OF MAIN STEM COVERED
Red Cedar	70 to 90%
Balsam Fir	60 to 80%
Douglas Fir	70 to 90%
Fraser Fir	50 to 70%
Red Fir	50 to 60%
White Fir	50 to 70%
Grand Fir	60 to 80%
Noble Fir	50 to 60%
Red Pine	60 to 70%
Scotch Pine	70 to 90%
Virginia Pine	70 to 90%
White Pine	70 to 90%
Spruce (all)	60 to 80%

(c) "Light density" means the whorls or branches are reasonably spaced, the spaces between are only partially filled so that the following species have said percentage of foliage so the main stem is not visible and the needle content and length are adequate to cover the branches:

NAME	PERCENTAGE OF MAIN STEM COVERED
Red Cedar	50 to 70%
Balsam Fir	40 to 60%
Douglas Fir	50 to 70%
Fraser Fir	40 to 50%
Red Fir	40 to 50%
White Fir	40 to 50%
Grand Fir	40 to 60%
Noble Fir	40 to 50%
Red Pine	40 to 60%
Scotch Pine	50 to 70%
Virginia Pine	50 to 70%
White Pine	50 to 70%

Spruce (all) 40 to 60%

§51.3098 Normal taper.

"Normal taper" means the relationship of the width of the tree at its lowest branches to the height of the tree, less the handle, judged from its best side. All trees shall form a cone, the base of which is from 40 to 100 percent of its height.

§51.3099 Face.

"Face" means the visible area of a tree as viewed from a distance of 8 to 10 feet from the tree. A tree shall be considered as having four faces, each consisting of one-quarter of the surface area of the tree.

§51.3100 Fairly clean.

"Fairly clean" means that the tree is moderately free from foreign material.

§51.3101 Handle.

"Handle" means that the portion of the trunk between the butt or base of the tree and the lowest complete whorl of foliated branches.

§51.3102 Height.

"Height" means the distance from the base of the handle to the top of the main leader, excluding that portion of the leader that extends more than 4 inches above the apex of the cone of the taper applicable to the tree.

§51.3103 Minor defects.

"Minor defects" are slight imperfections in the development of the tree or defects resulting from handling, which materially affect the appearance of the tree. While many minor defects may be visible from more than 1 face, a given defect shall be scored only once. (See §51.3105 Table I).

§51.3104 Noticeable defects.

"Noticeable defects" are imperfections in the development of the tree or defects resulting from handling, which seriously affect the appearance of the tree. While many noticeable defects may be visible from more than 1 face a given defect shall be scored only once. (See §51.3105 Table I).

§51.3105 Classification of defects.

Table I

Factor	Minor defects	Noticeable defects
1. Density.	Slight uneven density.	Moderately uneven density.
2. Curvature of main stem.	Slight, visible crook in the main stem. (4 inches or less from vertical).	Main stem visibly curved more than 4 but less than 6 inches from vertical.
3. Insect or disease damage.	Slight insect or disease damage.	Moderate insect or disease damage.
4. Broken branches.	1 broken whorl branch near the main stem.	Broken leader or more than 1 broken whorl branch adjacent main stem.
5. Physical damage.	Slight physical damage.	Moderate physical damage.

6. Foreign material and/or vines.	Slight amount of foreign material or vines.	Moderate amount of foreign material or vines.
7. Multiple leader stems.	Multiple leaders.	Crows nest.
8. Extra long branches.	Branch over 10 inches longer than other branches on corresponding whorl.	N/A.
9. Abnormal curling of needles.	Slightly abnormal curling of needles.	Moderately abnormal curling of needles.
10. Weak lower branches	Free from.	Weak lower branches affecting up to 3/4 of branches on bottom whorl.
11. Handle not proportionate to height.	Free from.	Handle not proportionate to height of tree.
12. Incomplete whorl of branches.	Less than 1/4 of branches are missing in a given whorl.	1/4 but less than 1/2 of branches are missing in a given whorl.
13. Holes or gaps in tree.	Free from.	Hole in the tree or space considerably out of proportion with the uniform branch characteristics of the balance of the tree.
14. Gooseneck.	Free from.	Free from.
15. Loss of needles.	Slight loss of needles.	Moderate loss of needles.

Table II

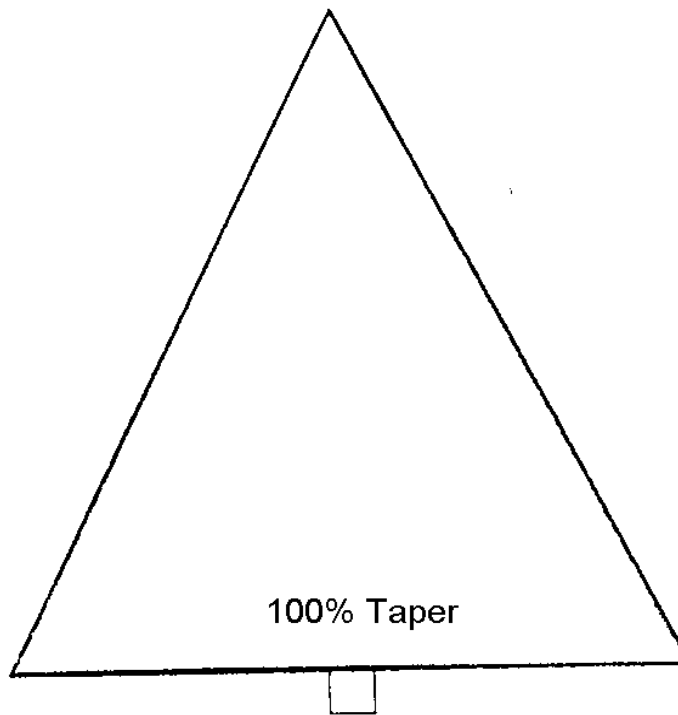
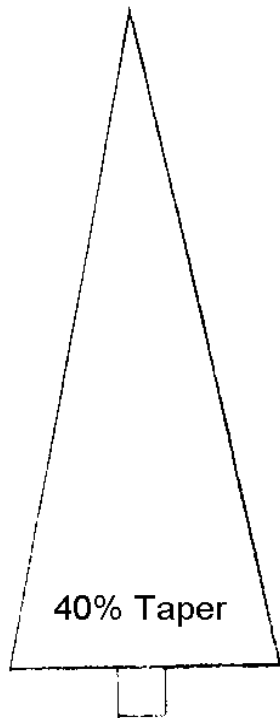
Factor	Culls
1. Density	Severely uneven density.
2. Curvature of mainstem.	Main stem curved more than 6 inches.
3. Insect or disease damage.	Severe insect or disease damage or abnormal curling of needles.
4. Broken branches	Main stem broken below top whorl or more than three branches broken near trunk.
5. Physical damage.	Severe physical damage.
6. Foreign material and/or vines.	Heavy amounts of foreign material or vines.
7. Multiple stems.	Multiple stems (not leaders).
8. Extra long branches.	N/A.
9. Abnormal curling of needles.	Severely abnormal curling of needles.
10. Weak lower branches.	Weak lower branches affecting more than 3/4 of branches of bottom whorl.
11. Handle not proportionate to height.	N/A.

- | | |
|-----------------------------------|---|
| 12. Incomplete whorl of branches. | More than 1/2 of branches missing on a given whorl or when missing branches create a shelf. |
| 13. Holes or gaps in tree. | Shelf or a decided gap or space between whorls of branches noticeable on 2 or more faces. |
| 14. Gooseneck. | Any gooseneck. |
| 15. Abnormal loss of needles. | Severe loss of needles. |

§51.3106 Metric conversion table.

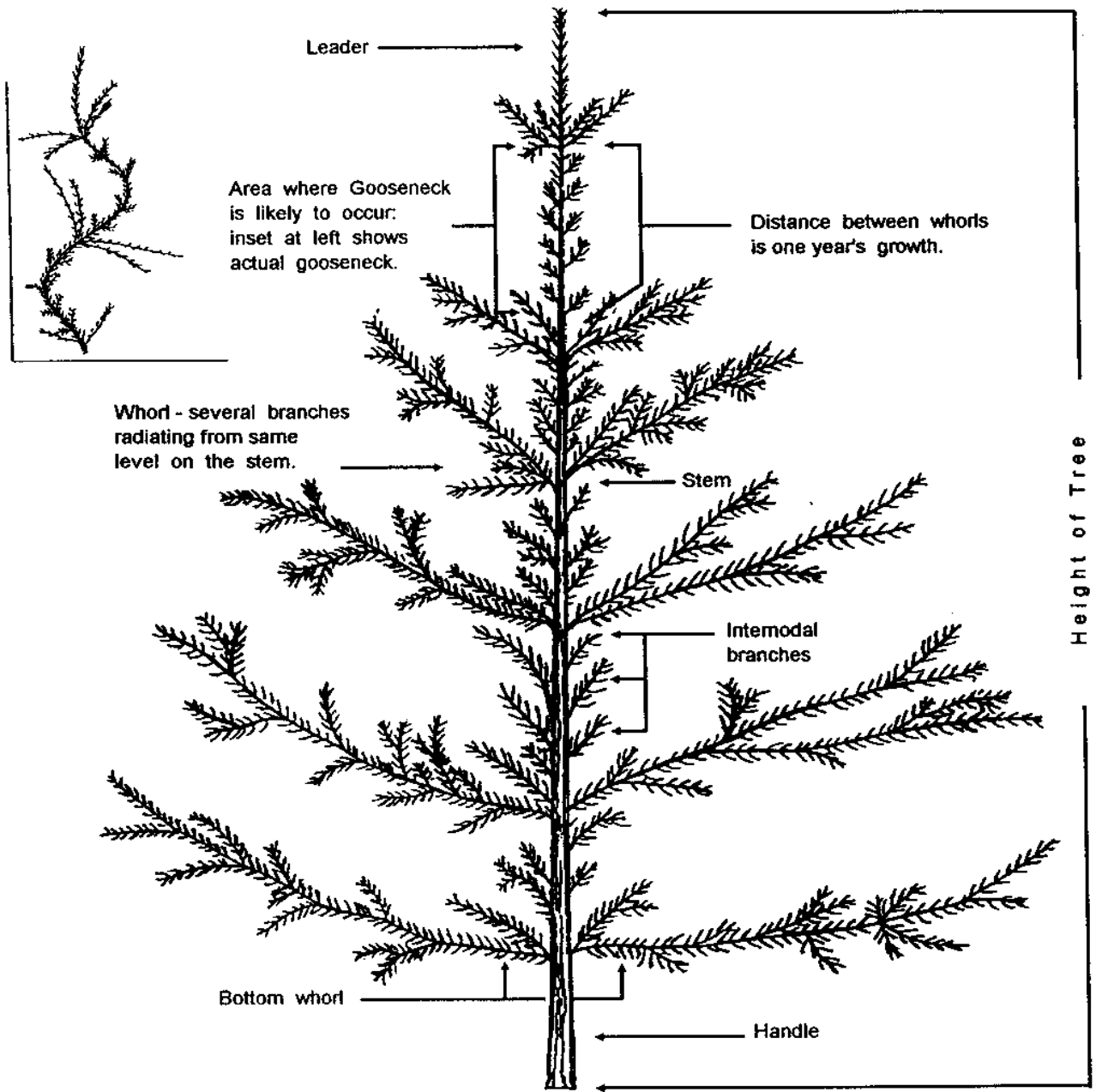
Metric Conversion Table

Feet	Centimeters (cm)
1	30.48
2	60.96
3	91.44
4	121.92
5	152.40
6	182.88
7	213.36
8	243.84
9	274.32
10	304.80



Christmas Tree Taper

Illustration XMT 1



CHRISTMAS TREE TERMINOLOGY

Illustration XMT 2



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. 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.

9. DELIVERY

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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>

19. 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.

20. 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.

21. 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.

22. 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. "Collusive bidding" refers to agreements and/or communications by vendors submitting bids/proposals to cooperate for the purpose of manipulating the competitive solicitation process. 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. In the event the City of Johnson City identifies a vendor or vendors engaged in collusive bidding, the City of Johnson City may reject future submissions from identified vendor or vendors and/or prohibit future submissions from the same. 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.

23. 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.

24. PAST PERFORMANCE

Vendor's past performance may be a consideration in the awarding of this contract.

25. 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.

26. 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.

27. 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.

28. 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 (TN Code § 12-3-514). 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.

29. 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.

30. SAFETY STANDARDS

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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: _____