

The following Minimum General Proposals Conditions have been developed and may pertain to none, or any and all purchases that may be made as a result of this request.

1. The City has the right to accept the lowest and/or best proposal received.
2. **ACCEPTANCE AND REJECTION** The City reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the proposer, to accept any item in the bid.
3. **TIME OF ACCEPTANCE** If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that the City shall have sixty days to accept.
4. If the proposer discovers any ambiguity, conflict, discrepancy, or omission or other error in the proposal, they shall immediately notify Zach Polk zpolk@jacksontn.gov of such error and request modification or clarification of the document.
5. **DISCOUNT PERIOD** Discounts will be taken as written on the Request for Proposal.
6. **DEFAULT OF CONTRACTOR** In case of default of the contractor, the City may procure the articles of services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
7. **SAMPLE OF MATERIALS** Samples of items, when required, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the proposer's expense.
8. **SIGNATURE ON PROPOSALS** Each proposal should give the full name and business address of the proposer. **Unsigned proposals will be rejected.** The person signing the proposal must show his/her title, and if requested by the City, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Proposals must be written with computer, typewriter, ink, or indelible pencil; otherwise, they may not be considered. Purchase order will be issued to the firm name appearing on the proposal.
9. **BOND REQUIREMENTS** All bond requirements shall be identified in the Request for Proposal. The right is reserved to require the successful proposer to furnish security, free of any expense to the City, to guarantee faithful performance of the contract.
10. **TIME OF PERFORMANCE** The number of calendar days in which delivery will be made after receipt of order shall be stated in the proposal. When no time of delivery is stated by the proposer, it is understood and agreed that delivery is to be made within two weeks after receipt of order. Shipping should be FOB destination.
11. **SPECIFICATIONS** It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the proposer to that manufacturer or specific article, unless specifically stated. The articles on which the proposals are submitted must be equal or superior to that specified. Articles received not equal will be picked up by vendor or returned to vendor shipping charges collect.

Reference to brand names, trade names, model numbers or other descriptions peculiar to specific brand products is made to establish a required level of quality and functional capabilities. It is not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the proposal. It shall be the responsibility of the vendors, including vendors whose product is referenced, to furnish with the proposal such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a proposal.

12. **Inspection** Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the City shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
13. **WARRANTY** State any and all guarantees or warranties that would apply to item/ product/service which you are proposing.
14. **Proposals must be submitted in duplicate, with one original and one copy.**
16. **Faxed or E Mailed** Proposals will not be accepted.
17. These specifications meet the minimum requirement.

If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as **"Park Maintenance Services"**

No Proposals will be accepted after the advertised Proposal opening time.

The city reserves the right to determine the competence and responsibility of a proposer from its knowledge of the proposer's qualifications or from other sources.

No questions will be answered after noon, the Friday prior to invitation opening.

PROPOSERS MUST SUBMIT WITH YOUR BID

- Proposer must return the signed invitation to bid form
- Certificate of insurance with the proper types of insurance as stated on the previous page.
- If selected as successful proposer, you will be required to add the City additionally insured.
- Solicitation Document A: Affidavits to be notarized
- Solicitation Document B: Affidavits
- W-9 if new proposer
- Completed business license information
- Signed safety form

ANY PROPOSAL SUBMITTED WITHOUT THE ABOVE INFORMATION MAY BE REJECTED.

Successful proposer will be responsible for all taxes levied under the laws of the state of Tennessee.

The City is exempt from federal and state taxes. Upon request, the city will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the city shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations to the city, nor shall any vendor be authorized to use the city's tax exemption in securing such materials.

Use information in proposal package to submit your proposal. Any questions should be addressed, in writing, to Zach Polk, email (zpolk@jacksontn.gov). Potential proposers must review the proposal package upon receipt to identify any questions and/or issues. Any/all questions should be submitted in a single request for addendum. Requests for clarification must be received by the purchasing department by noon, the Friday before the scheduled date of the proposal opening.

Proposals are awarded based upon qualifications, experience, and knowledge. Proposals will not be opened at the proposal opening, however, the name of each proposer will be read aloud. This is to avoid disclosure of contents to competing proposers during the subsequent negotiations. Proposals will be open to public inspection once the intent to award the contract to a particular proposer is announced. Discussions may be conducted for clarifications with responsible proposers who submit proposals determined by the Purchasing Director to be susceptible to be selected. These proposers will be given fair and equal treatment relative to discussion and revision of proposals. Revisions to proposals are permitted after submission and before the intent to award to a particular proposer is announced to obtain the best and final offers. City personnel may not disclose information derived from competing proposals. The award will be made to the responsible proposer whose proposal is determined to be the most advantageous to the City of Jackson.

Purchase Order/Contract will go into effect once a purchase number has been assigned.

Termination for Cause

If, through any cause, the successful proposer shall fail to fulfill in a timely and proper manner, as determined by the City of Jackson, its obligations under this Contract/Purchase Order, or if the proposer shall violate any of the covenants, agreements, or stipulations of this contract, the City of Jackson shall thereupon have the right to terminate the contract by giving written notice to the proposer of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Satisfactory work shall be determined by the City of Jackson in its sole discretion. In the event of such termination, the proposer shall be entitled to receive just and equitable compensation for satisfactory work completed on documents, services or materials collected and/or prepared by the proposer in connection with this Contract/Purchase Order as of the date of receipt of notifications of termination. The proposer shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the proposer covered by the Contract/Purchase Order, less payments previously made.

Termination for Convenience

Either the City of Jackson or the proposer may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. The proposer shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the bidder covered by the Contract/Purchase Order, less payments previously made.

Disqualification of Proposer

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of the Proposer and the rejection of their Proposal:

- A. Evidence of collusion among Proposers.
- B. Lack of competency as revealed by either financial statements, experience or equipment statements as submitted, or other factors.
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- D. Default on a previous municipal contract for failure to perform



PURCHASING DEPARTMENT

SPECIFICATIONS

Purpose

The purpose of this Proposal is to establish a standard of care as it relates to maintaining the grounds in our City Parks. This model, ideally, will be a pilot program that we will eventually replicate throughout the City. This Proposal should include a detailed plan of how you, the vendor, will achieve our requests. If you have previous work experience that is applicable to this Proposal, please include that as well.

Contract Terms

This will be a one-year contract and the City will have the right to 4 (1) year options.

Proposal Criteria / Evaluation

All proposals will be evaluated with the follow criteria.

- 1.) In your response the following required documentation must be submitted with your proposal.
 - Vendors must provide necessary Charter Number issued by State of Tennessee Department of Agriculture.
 - HLT License needs to be provided.
 - Equipment List to show capabilities of company to do the work.
 - Provide 2 references of similar work. This is to include an email and name of the contact.
- 2.) Acknowledgment of your abilities to complete the service tasks listed below.

Pricing

Pricing does NOT need to be listed in your Proposal. Pricing will be requested by the City after evaluations of required information. When pricing is requested, please provide a cost breakdown including mowing costs and chemical/weed costs. Provide this broken down as a monthly figure totaling up to a yearly cost.

Equipment needed for this Proposal

Equipment storage will be provided at North Park and the Tennis Complex

- | | | |
|-----------------------------------|-------------------------------------|---------------------|
| Mowers (riding and possibly push) | Scoops | |
| Weed Eaters | Blowers | Top Dresser |
| Chain Saws | Aerator | Loppers |
| Pole Saws | Seeders | Hedge Trimmers |
| Edgers | Sprayers (pull-behind and backpack) | Field Paint Machine |
| Rakes | | |

Service Tasks

1. Landscape and turf

- a. During the growing season (March-Nov.)
 - i. Mow all common grass areas on a weekly basis at the proper levels for each type of grass.
 - ii. Mow all athletic grass fields and high-profile areas to a height of 1-2 inches twice per week, preferably on Monday and Thursday.
 - iii. String trim all posts, benches, tables, trash containers, fence lines, tree, grills, playgrounds, volleyball area, tennis courts, exercise area and buildings as part of the mowing operation
 - iv. Bag and remove grass clippings from ball fields after mowing
 - v. Blow hard surfaces to remove debris
 - vi. Trim and edge, remove debris (sticks and limbs) and provide weed control outside normal turf areas to prevent encroachment. Option to spray around chain link fence with prior approval.
 - vii. Maintain embankments as needed, prune plants and tree limbs up to 14 feet in height and less than 2.5 inches in caliper, and pick up and dispose of trash

2. Edging Curbs, Sidewalks and Pavilions

- a. Edge all curbs, sidewalks and pavilions once per week between March through (November) and as needed for the rest of the year
- b. Remove all grass clippings and debris from the curbs and sidewalk areas after each edging

3. Aerating Turf

- a. Perform aeration of all athletic field turf at least twice per year, including once in the spring just before fertilization and once in the fall.
- b. Perform aeration when the turf is actively growing and not under stress.
- c. Space aeration holes between 2-3 inches (this often requires 3 passes in different directions).
- d. Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means.
- e. Use a vibratory tine aerator to a depth of 4-6 inches during the winter months and as needed during the rest of the year to alleviate compaction. Possible option for liquid aeration on general areas with prior approval.
- f. Provide evaluation and recommendations for aeration and reseeding of the turf athletic fields

4. Fertilizing Turf

- a. Fertilizer program will be based on a soil assessment.
- b. Apply fertilizer as directed from soil samples. Minimum of two applications per growing season.
- c. Fertilizer program shall include pre-emergent weed control fertilizations and post-emergent treatments consistent with best management practices.
- d. Treat all areas of the park for fire ants once per year as needed during the warmer months

- e. In winter months a maintenance program will need to be in place to make sure fields stay playable year-round.
5. Herbicide Use
- a. Six round weed control program for general turf areas. This program to involve pre-emergent, emergent, and post emergent. Athletic fields excluded.
 - b. Post areas after spraying to warn park users
 - c. Store herbicides in OSHA approved containers
 - d. Wear appropriate protective clothing while applying
 - e. Maintain and have a file MSDS of all chemicals utilized
6. Topdressing Athletic Fields
- a. Top dress athletic fields twice a year
 - b. Add sand mix to turf with thatch problems or in areas with uneven surfaces
 - c. Apply less than ½ inch of material during the application
 - d. Top dress turf areas after a heavy aeration and incorporate the material by mat dragging
7. Flower Bed Maintenance (Spring and Fall)
- a. Place mulch in landscape islands and around the base of trees planted in turf to a minimum of two-foot radius from the tree as directed
 - b. Mulch shall not contact / cover the tree trunk. A mulch free area of 6 inches wide at the base of the tree shall be provided to avoid disease and decay.
 - c. Replace mulch twice per year in depleted areas (Spring and Fall)
 - d. Perform weed control in shrub and flower beds as required from February through October
 - e. Remove weeds by pulling or cultivating immediately
8. Pruning
- a. Prune to remove hazardous, broken, diseased or deadwood from trees or shrubs and / or rejuvenate the shape of the plant
 - b. Remove diseased or dead trees immediately for disease control and to prevent safety hazards
 - c. Replace dead plants as directed
9. Parking Lot Maintenance
- a. Prune trees and shrubs located near parking spaces yearly or as needed to avoid safety hazards
 - b. Spray or hand pull weeds in parking lot area as needed
10. All Athletic Fields
- a. Weekly check for safety hazards such as holes in the field of play
 - b. Daily blow off concrete surface areas around athletic fields
 - c. Weekly monitor irrigation system for watering turf areas
 - d. Sod worn turf areas as directed
 - e. Inspect and repair fences as needed
 - f. Top dress grass fields twice per year (spring and fall)
 - g. Core aerate grass fields twice per year
11. Tennis Courts at Complex
- a. Herbicide and Fertilizer will only be around the 8-9 acres at the Complex.
 - b. Mowing will need to be done on the 54-acre area.
 - c. Blow debris/leaves off courts
 - d. Mow and weed eat around courts

- e. Edge all sidewalks around tennis courts
- f. Mulch flower beds twice a year
- g. Remove weeds from flower beds as needed
- h. Report any maintenance concerns to the Athletic / Groundskeeping dept.

On Site Inspections

Inspection of the facilities will be on **March 8th at 10:00a.m.** and **March 9th @ 10:00a.m.** at North Park



PURCHASING DEPARTMENT

Effective March 19, 2013, if your proposal does not include the following information, it may be rejected for non-compliance according to the invitation for proposals. In your proposal, place a copy of your insurance certificate. If you are the successful proposal, a complete and current certificate of insurance will be asked of you.

UNDER DESCRIPTION OF OPERATIONS IT SHOULD READ: CITYOF JACKSON IS NAMED AS AN ADDITIONAL INSURED WITH RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE

CITY OF JACKSON, TN INSURANCE REQUIREMENT CITY PROJECT CONTRACT

The **VENDOR** shall purchase and maintain the insurance outlined below to provide protection from the **VENDOR'S** negligent acts. The **VENDOR** shall provide this insurance as required by the Contract Documents. The negligence by any subcontractor, by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the **VENDOR**.

- Commercial General Liability in the amount of \$1,000,000 per occurrence and must include Products/Completed Operations, Explosion/Collapse/Underground Coverage and coverage for insured contracts. The City of Jackson must be named Additional Insured and this must be noted on the Certificate of Insurance. The Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- Auto Liability Insurance in the amount of \$500,000 Combined Single Limit. The City of Jackson must be named Additional Insured and the Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- Statutory Workers Compensation with Employers Liability Limits of 100/500/100 - The Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- If required by contract documents, the **VENDOR** must carry Professional Liability in the amount of \$1,000,000 per occurrence.
- The Cancellation Clause on the Certificate of Insurance is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled the issuing Insurance Company will mail 30 days written notice to: City of Jackson Purchasing Department 115 E. Main St. #202 Jackson, TN 38301, by registered mail, return receipt requested.
- All Certificates should be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in The State of Tennessee.

The **VENDOR** shall maintain the above insurance through both final acceptance and any Warranty Period defined by the contract documents.



PURCHASING DEPARTMENT

SOLICITATION DOCUMENT A: NOTARIZED AFFIDAVITS

The undersigned agrees that the following conditions are or will be met.

NON-COLLUSION AFFIDAVIT

1. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such proposal is genuine and is not a collusive or sham proposal;
3. Neither the said firm 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 bid in connection with the contract or agreement for which the attached bid has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COJ or any person interested in the proposed contract or agreement; and
4. The price or prices quoted in the attached proposal are fair and proper and are 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.

CHILD CRIME AFFIDAVIT

1. The responder agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

AFFIDAVIT OF ELIGIBILITY

1. The responder is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contact let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. No commissioner or officer of COJ or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for COJ has a direct interest in the responder.

ILLEGAL IMMIGRANTS

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the state or a state entity. Additionally such firms may not knowingly contract with sub-contractors who utilize the service of illegal immigrants.

2. By signing below the proposer agrees that:
 - a. The firm does not knowingly utilize the services of illegal immigrants in the performance of contracts.

 - b. The firm agrees that the State may conduct random checks of personnel records as it pertains to this issue.

 - c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally violation of this requirement may result in the firm being prohibited from submitting proposals for a period of one year.

(Name)	(Signature)
(Title)	(Date)

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public My commission expires: _____



PURCHASING DEPARTMENT

Solicitation Document B: Affidavits

Conflict of Interest

1. No commissioner or officer of COJ or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the COJ has a direct interest in the award or the supplier providing goods or services.
2. 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 his 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 supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers, or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements

5. 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.

Certification of Nonsegregated Facilities

6. The undersigned also certifies to the City of Jackson that it does not maintain or provide for its employees any segregated facilities (i.e. with regard to race, color, religion, age, gender, disability or national origin) at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned further agrees that it will obtain identical certification from its subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

General

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

Iran Divestment Act

9. Concerning the Iran Divestment Act (TCA 12-12-101 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 on the list created pursuant to § 12-12-106.

Accuracy of Electronic Copies

10. The supplier will provide one original copy of the bid/proposal/quote/qualifications to the COJ. Any copies or flash drives will contain the same information as the original.

General

11. Neither the said supplier 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, supplier, 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 supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COJ or any person interested in the proposed award or agreement.

12. 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 supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Indemnity

13. Governmental entities in the State of Tennessee are limited from entering into contracts or agreements that indemnify or hold harmless third parties beyond the liability that would be imposed on the governmental entity by law. Therefore, the City of Jackson may not enter into any contract or agreement which requires it to indemnify or hold another harmless beyond the liability that is imposed on the City by law. Any agreement or contract which purports to do so is unenforceable.

No Contact/No Advocacy Affidavit

14. After this solicitation is issued, any contact initiated by any supplier with any COJ representative concerning this solicitation is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
15. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to COJ staff or Board members. My signature signifies that no unauthorized advocacy occurred.

Non-Boycott of Israel Affidavit

16. 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.




Assurance of Compliance under Title VI of the Civil Rights Act of 1964

17. Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Jackson, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the City of Jackson and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

Affirmative Action Compliance Program

18. The Undersigned certifies to the City of Jackson that if the undersigned has fifty (50) or more employees and a contract with the City of Jackson for the furnishing of supplies or services or for the use of real or personal property in the amount of \$50,000 or more, that it has developed and is maintaining a written Affirmative Action Plan for each of its establishments as required by OFCCP Regulations 41 C.F.R. §§ 60-1.4, 60-250-5, and 60-741.5.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Signed by		
Printed Name		
Title		

BUSINESS LICENSE APPLICATION FACT SHEET

Contractors living outside Tennessee with no state business location must have a state business account number to report sales in counties with sales between \$10,000 and \$50,000. They must get a county and city business license in counties from each jurisdiction where the contractor has \$50,000 or more in sales for the tax reporting period.

If you are an out-of-state entity doing business in Tennessee without a fixed business location in Tennessee, please contact the Department to discuss your situation to determine if Tennessee business tax is required to be paid. Please contact the Department of Revenue at (615) 253-0600 (Nashville-area and out-of-state) or (800) 342-1003 (statewide toll-free). You also go to the state website tn.gov/revenue, revenue help, taxes, business tax, if you don't find your answer in the question, you can go to the bottom of the page and submit a request. Give all the details and a state representative will email you back with an answer.

A business application can be located at cityofjackson.net. If you have any additional questions concerning the business license you may contact The City of Jackson, Revenue Department @ 731-425-8212.

LIST PROJECT NAME:

LIST CONTRACTOR & PHONE NUMBER:

VENDOR LOCATION:

LIST SUBCONTRACTORS & PHONE NUMBERS

Safety Program

Please state your safety program that your company has adopted to include any employee training or certification programs. This information must be included in your bid/proposal package. State any pertinent information that will satisfy the city's attempt to obtain this information. This information will be turned over to our Risk Management Department for their review.

Call 731-425-8233 for additional information.

Project name:

Contractor and phone number:

Vendor Location:

Subcontractor and phone number:

Cost of project:

This proposal may be canceled or the acceptance of any proposal revoked by the City of Jackson upon written notification to the other party at any time prior to, or after, the issuance of a requisition for purchase or the execution of a written contract by the City of Jackson.

The bid/proposal/contract/purchase order may be canceled by the City of Jackson at any time for just cause such as non-delivery, substitution of non-specified products, late deliveries, or continuous problems with the vendor. Non-delivery of merchandise within one week of order will be grounds for voiding the agreement. The city reserves the right to reject any proposal if the evidence submitted by, or investigated of, such proposer is not properly qualified to carry out the obligations of the proposal and to complete the work contemplated therein within the time frame set forth in the bid using superior quality merchandise/equipment.

The City of Jackson has the right to waive informalities and to reject any and all proposals whom it finds, after reasonable inquiry and evaluation to be non-responsive, or it would not be in the best interest of the project to make the award. Proposal will be awarded to the best responsive proposer.

Minority business enterprises (MBE's) and disadvantaged business enterprises (DBE's) are encouraged to participate in the project. Proposers are encouraged to use MBE's and DBE's as subcontractors in the performance of this project.

The City of Jackson Accounting Department pays invoices every Wednesday.

Lack of written notification of any delay in stated delivery time will be cause for discounted price of 1% per month until delivery is facilitated or cancellation of award. Any delay must be brought to the attention of the Purchasing Department, City Hall, 115 E. Main Street, Suite 202, Jackson, TN 38301.

ACKNOWLEDGE RECEIPT OF ALL ADDENDA INFORMATION

Addendum I _____

Addenda VI _____

Addenda II _____

Addenda VII _____

Addenda III _____

Addenda VIII _____

Addenda IV _____

Addenda IX _____

Addenda V _____

Addenda X _____

If addenda acknowledgements are not included with the bid/proposal, the bid/proposal could be rejected. It is the bidder/proposers sole responsibility to obtain the Bid/Proposal package and addenda from the Purchasing Department via email purchasing@jacksontn.gov or on the City Purchasing website, [https://www.jacksontn.gov/government/departments/purchasing/bids or proposals](https://www.jacksontn.gov/government/departments/purchasing/bids_or_proposals) . If your business is on our Bid List, the invitation and all addenda will be emailed to you.

Advertising - Paper

March 2, 2023

Please run the following legal for 1 day ASAP

The City of Jackson will receive sealed Bids / requests for proposals for Park Maintenance Services until 2:00 p.m., Tuesday, March 21, 2023. The Bid/Proposal packet can be obtained from our website at City of Jackson under Purchasing. Bids /Proposals must be mailed or delivered to City Hall, 115 E. Main St., Suite 202, Jackson, TN 38301 Attn: Purchasing. Bonds and State Contractors' License will be required if over \$25,000. The City reserves the right to waive informalities and to reject any and all bids/proposals. The City of Jackson is an Equal Opportunity Title VI employer. Below is a QR link to our Purchasing website.



Website – Public Notice

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Below is a link to the Bids/RFP's

https://jacksontn.hosted.civiclive.com/government/departments/purchasing/bids_or_proposals

Website – Purchasing Bid Page

The City of Jackson will receive sealed bids for Park Maintenance Services until 2:00 p.m., Tuesday, March 21, 2023. Below is the Bid/Proposal Packet with any current addendums.

-CLICK HERE FOR BID PACKET-

-ADDENDUM I -