

## **East Tennessee State University -**

## Request for Quotation

**Facilities Management: Gray Fossil Site Mowing Services** 

ETSU RFQ #: 6897

March 14, 2025 Proposal Due Date/Time: 2:00 p.m. EST

Contact:

Dr. Katherine Zink at littlekm@etsu.edu **Procurement & Contract Services** PO Box 70729 1276 Gilbreath Drive B-16 Johnson City, TN 37614 423-439-6890

#### EAST TENNESSEE STATE UNIVERSITY REQUEST FOR QUOTATION

East Tennessee State University Procurement & Contract Service PO Box 70729 1276 Gilbreath Drive Burgin Dossett Hall B-16 Johnson City, TN 37614

Bid No.: RFQ Date: February 28, 2025 Issued by:

Facilities Management

Bid subject to the **Standard Bid Terms & Conditions** available at https://www.etsu.edu/bf/procurement/purchasing/vendor information.php & ETSU Board of Trustees, General Purchasing, Receipt of Materials, & Payment of Invoices at https://www.etsu.edu/bf/fp.php

Bids must be received by: Date/Time: March 14, 2025 by 2:00 PM EST

Attn: Dr. Katherine Zink, Director of Procurement and Contract Services 423-439-6890 / littlekm@etsu.edu

(Name, Title) (Phone # / E-mail)

Unless otherwise requested, quote on each item separately. Provide unit prices. If unable to furnish items as specified, submit sample and/or complete descriptive specifications of substitute offered as equal or better. East Tennessee State University is exempt from state, federal, and local taxes; do not include taxes in quotation. Quote F.O.B., East Tennessee State University, Johnson City, Tennessee. Minimum terms: Net 30 days. Prepayment, deposits or COD not allowed. Progress payments may apply if approved by Facilities Management. Bid pricing remains in effect for 120 days. Bid Protest - Procedures for protesting bid results are found at: https://www.etsu.edu/bf/procurement/purchasing/vendor information.php. Quotation must be typewritten or in ink & is to be a sealed bid. We will accept electronic submissions by email to <a href="mailto:littlekm@etsu.edu">littlekm@etsu.edu</a> as well.

#### Scope/Purpose of Bid:

East Tennessee State University Facilities Management is seeking bids for Mowing Services at the following locations: Gray Fossil Site & Natural History Museum - 1212 Suncrest Drive, Gray, TN 37165.

The dates of service will be during the mowing season: April 1st through November 30th (8 months). ETSU will issue a purchase order each year to the winning bidder for each site upon receiving the bids. Please bid each site separately. This will be a multi-year (3 year) bid. The scope of services is listed below for each site. The direction of work will be provided by ETSU.

### Gray Fossil Site & Natural History Museum, 1212 Suncrest Drive, Gray, TN 37615 Grounds Services Bid

- Weekly Mowing of all grass lawns April 1, 2025 November 30, 2025
- <u>Pollinator Garden</u>: There is a fire lane that is to be maintained (mowed) through the pollinator garden. This is the only maintenance required within the pollinator garden area.
- <u>Weed control</u> of all landscape beds, mulched/rock areas, and parking lots. All areas will be maintained in a weed free state throughout the year.
- Mulch all landscape/flower beds one time (1x) prior to May 1, 2025.
- <u>Mulch</u> the main entrance and rock garden of the Natural History Museum a second time prior to September 1, 2025.
- Drainage Ditch that runs parallel with Suncrest Drive should be cleared and maintained free of vegetation.
- Weekly litter and debris pick up. Removal of all loose trash and any limbs, sticks, or debris lying on grounds.

#### Gray Fossil Site & Natural History Museum, 1212 Suncrest Drive, Gray, TN 37615 Additional Services (Bid Separate from Grounds Services)

- Bush Hog/Mow field two times during mowing season (May and August). See Map for Detail.
- Clear Fence Line to south of the parking lot, see map for detail. Fence can be sprayed with herbicide and then vegetation removed. This should be completed by June 30, 2025.

All questions concerning this bid must be directed to Katherine Zink at <a href="littlekm@etsu.edu">littlekm@etsu.edu</a>. **Deadline for questions/comments is at 2:00 p.m on March 7, 2025**. Reply to questions will be sent to all bidders by email from Katherine Zink at <a href="littlekm@etsu.edu">littlekm@etsu.edu</a>.

Do not contact Facilities Management directly with questions/comments.

The intent of this Request for Quotation is to establish a contract to provide mowing services at ETSU's Gray Fossil Site location. The intent of this contract is for up to 2 additional years of renewal per year (Contingent on Satisfaction from both parties).

Invoices documenting completed work should be turned into Facilities monthly. Payment for work not completed is not allowed. The purchase order number is to be included on all invoices.

The attached Cost Sheet on page 5 and the Response Sheet on page 11 must be used for the bid response.

<u>NOTE</u>: Include any required documents in your bid response such as evidence of insurance, proof of TN business license, etc. Required documents not included in the bid will cause the bid to be rejected. RFQ 6897 must be on the outside of the bid response envelope or in the title of the email.

#### RFQ 6897 Schedule of Events:

The following Schedule of Events represents the Institution's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Eastern Time. All dates are University business days.

#### **RFQ 6897 SCHEDULE OF EVENTS**

NOTICE: The University reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The University will communicate any adjustment to the Schedule of Events to potential bidders.

	EVENT	TIME (all times are EST)	DATE
1.	University Issues RFQ		February 28, 2025
2.	Optional In-Person Pre-Bid Meeting Space Viewing  Wilbur Bond Building (Facilities Management)  1380 Jack Vest Drive  Johnson City, TN 37614  Conference Room 111	2pm	March 5, 2025
3.	Disability Accommodation Request Deadline	Noon	March 7, 2025
4.	Written Questions/Comments Deadline from Bidders	2:00 p.m.	March 7, 2025
5.	University Responds to Written Questions/Comments from Bidders	4:30 p.m.	March 11, 2025
6.	Intent to Propose	2:00 p.m.	March 11, 2025
7.	Bid Deadline & Proposals Opening	2:00 p.m.	March 14, 2025
8.	University Issues Intent to Award Letter and Opens RFQ Files for Public Inspection		March 18, 2025
9.	Award of Contract		March 25, 2025
10.	Contract Effective Date		Upon Final Execution

#### **COST PROPOSAL SHEET**

1. Bid each zone (Services and Additional) individually

Company Name

2. Purchase Order will be awarded to lowest bid for each site

3. Invoices will be accepted 1x/ month. Bid this at a monthly cost to ETSU

4. Your monthly cost will be multiplied by 8 months. This will be the total amount of purchase order to winning bidder.

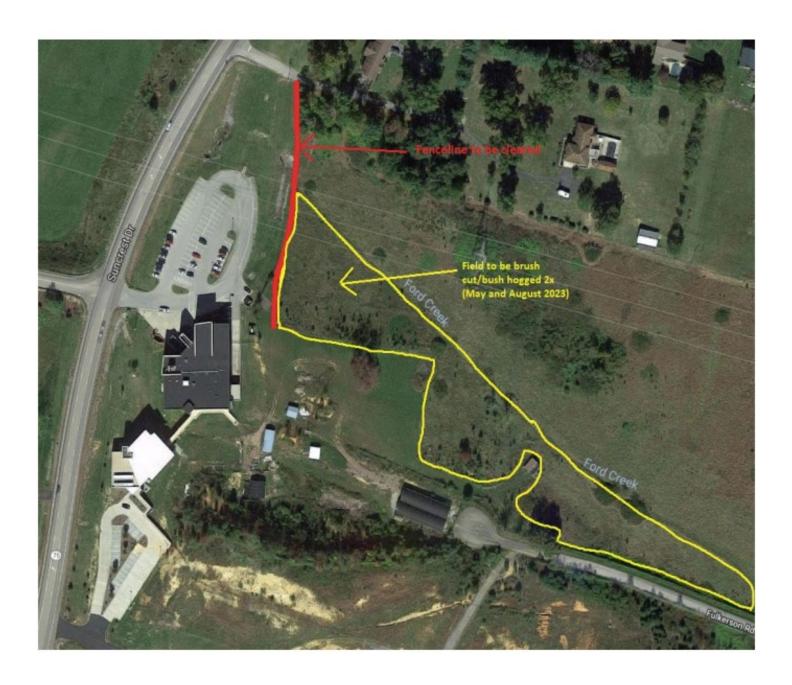
Gray Fossil Site (Grounds Services Bid) \$\_\_\_\_\_\_/ month

Gray Fossil Site (Additional Services Bid) \$\_\_\_\_\_\_/ month

# Gray Fossil Site & Natural History Museum, 1212 Suncrest Drive, Gray, TN Grounds Services Bid



## <u>Gray Fossil Site & Natural History Museum</u>, 1212 Suncrest Drive, Gray, TN Additional Services (Bid Separate from Grounds Services)



### RFQ 6897 Instruction to the Bidders

- Written questions regarding this quotation can be emailed to Dr. Katherine Zink at <a href="littlekm@etsu.edu">littlekm@etsu.edu</a>. DO NOT CONTACT FACILITIES MANAGEMENT DIRECTLY WITH QUESTIONS. Any amendments will be issued in writing from the ETSU Procurement office. All questions must be submitted by March 7, 2025 at 2:00pm. Any questions submitted after this time will not be accepted. Responses will be provided by ETSU to all bidders by March 11, 2025. No decisions or changes are binding to the project unless they are received in writing from the ETSU Procurement office.
- 2. <u>Bid responses are to be sent or delivered to the Procurement office address in a sealed envelope.</u>

  RFQ 6897 must appear clearly on the outside of the bid response envelope.

All bids must be submitted in writing or typed on this form. Bidders shall be responsible for actual delivery of bids during business hours at the University by the closing date referenced herein. ETSU business hours are Monday – Friday, 8:00 a.m. to 4:30 p.m. EST. Any bids which are late will not be considered and will remain unopened. While manual submission is preferred, electronic submission will be accepted via email to littlekm@etsu.edu. Please note RFQ 6897 in the email title. Bids are due March 14, 2025 by 2pm EST.

- 3. <u>All Bidders must have proper business license prior to submitting bid and include proof of license in</u> bid response. A contractor's license is not required for this bid.
- 4. Any conditions which the Bidder wishes to stipulate other than shown herein must be so stated in writing and attached hereto. No deviation in terms and conditions will be allowed unless accepted by the University.
- 5. The successful bidder is responsible for any damages to ETSU property and is also responsible at the vendor's expense for the repair of such damages. This also includes damages to landscape areas.
- 6. ETSU is a Tobacco-Free Campus, where all use of tobacco is restricted to private vehicles. The policy can be found at <a href="https://www.etsu.edu/tobaccofree/policy.php">https://www.etsu.edu/tobaccofree/policy.php</a>.
- 7. All vehicles on ETSU property must comply with the University Parking and Traffic Regulations which can be found at <a href="http://www.etsu.edu/fa/fs/parking">http://www.etsu.edu/fa/fs/parking</a>.
- 8. Bidder must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Bidder shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law, with Employer's Liability Limits of \$100,000. The Bidder shall include a certificate of insurance with bid response. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Bidder, upon receiving a notice of cancellation, shall give immediate notice to the Institution. The enumeration in the contract or in this document of the kinds and amounts of liability insurance shall not abridge, diminish or affect the contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the services of the successful bidder under this contract.

If the Bidder does not have required insurance limits at the time of submission, the Bidder must still submit a valid and current insurance certificate. However, successful Bidder must submit certificate with the required limits prior to ETSU awarding the bid.

- 9. ETSU's terms are Net 30. ETSU does not make prepayments or deposits for services not rendered. Payment is made by direct deposit. The successful bidder will be required to set up direct deposit with the University.
- 10. Non-Discrimination. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11, 246, American Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are

treated during their employment without regard to their race, religion creed, color, sex, age, disability, veteran status or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

- 11. <u>Liability.</u> The Contractor, being an independent contractor and not an employee of East Tennessee State University, agrees to hold harmless the University from any and all liability not specifically provided for in this contract.
- 12. <u>Termination for Convenience</u>. The Institution may terminate this Contract without cause for any reason. Termination under for convenience shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date. However, in no event shall the Institution be liable to the Contractor for compensation for any service that has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 13. <u>Termination for Cause</u>. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, Institution shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to the Institution for damages sustained by virtue of any breach of this Contract by the Contractor.
- 14. <u>Subcontracting</u>. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If the Institution approves such subcontracts, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed. Billing and payment will be to the Contractor submitting the bid.
- 15. <u>Conflicts of Interest</u>. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. Upon request, the Contractor shall show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 16. <u>Prohibition of Hiring Illegal Immigrants</u>. By responding to this bid, the Bidder is attesting that the Bidder will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in delivery of the goods / services under this order. If the Bidder is discovered to have breached this attestation, the Bidder shall be prohibited from supplying goods / services to any University / State / TBR institution for a period of one (1) year from the date of discovery of the breach, Rules of Finance and Administration, 0620.
- 17. <u>Inspection</u>. All bids will be publicly opened and are subject to public inspection after the award. Bidders may be present at bid opening. All proposers should know and shall be deemed responsible for knowing the facts documented in the institution's procurement files on the day the institution opens the bid files for public inspection for seven (7) calendar days. Any issues raised by bidders after the seven-day period shall not be considered.
- 18. Acceptance and Award. The University reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the Bidder to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the University / Tennessee Board of Regents, as appropriate.

- a. Contracts and purchases will be made with the lowest, responsible, qualified Bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the University, cash discount offered and the delivery terms will be taken into consideration.
- b. Discounts offered for less than net 30 days cannot be considered in the cost evaluation but will be taken when paying invoices.
- c. If a Bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the University shall have sixty (60) days to accept.
- d. A written purchase order mailed or otherwise furnished, to the successful Bidder within the time period specified in the bid results in a binding contract without further action by either party. The contract may not be assigned without written University consent.
- e. If agreeable to the awarded vendor, other state institutions of higher education may purchase off the contract during the same period as the University.
- 19. <u>Iran Divestment Act</u>. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- 20. <u>Boycott of Israel</u>. The Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-127. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

#### **RFQ 6897 RESPONSE SHEET**

#### Note: MUST use attached Cost Sheet for pricing.

Have	e you included the following in your bid res Proof of Liability Insurance Proof of Business License RFQ on outside of bid response envelope Attached vendor application completed	· 		
1.	Proposal was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other proposers or with any competitor, except permitted subcontractors and proposer team members.			
	Yes	No		
2.	<ol><li>This Proposal complies with all the terms and conditions, requirements and specifications of the RI all Attachments, all Amendments and Addenda thereto.</li></ol>			
	Yes	No		
	If No, Explain in detail in an a	attachment to this response.		
3.	. Addendum(s) received (if applicable): a. Addendum 1 c. Addendum 2 d. Addendum 2	dendum 3 dendum 4		
	Supplier Name:			
	Official Business Address:			
	Federal Employment Identification Number:			
	Authorized Signature:			
	Name, Printed or Typed:			
	Title: Da	te:		
	Telephone No.: Fax	« No.:		
	Email Address:			

(Note: Bid <u>must</u> have an original signature or will be rejected.)
East Tennessee State University is an EEO/AA/Title IX/Section 504/ADA employer



## **East Tennessee State University Vendor Application**

**Procurement & Contract Services** P.O. Box 70729

Johnson City, TN 37614-1710

www.etsu.edu/procurement

Company Name & Bid Address (Info will be verified against IRS records & vendor name)	Address to which payments are to be mailed (if same as #1, leave blank)	
3. Telephone (toll free)	4. Telephone (other)	
5. Fax	6. Name of Contact Person	
7. Email Address of Contact Person	8. Company URL	
9. Federal Identification Number (FEIN)  Note: Company name must match IRS records	10. Social Security Number (if no FEIN)	
11. Type of Organization (Check one)	12. Kind of Ownership (Check all that apply):	
□ Individual □ Foreign Individual	□Govt. (GO) □Minority	
□ Partnership □ Medical/Health Corp	□Non-Profit (NO) □Woman (WO)	
State of Incorporation:	☐ Majority (MJ) ☐ Small (SM)	
Year of Incorporation:	☐Service-Disabled Veteran	
13. Minority Ethnicity Code (Check One):	14. Preference for reporting purposes:	
□ African American (MA) □ Native American (MN)	□ Small □ Minority □ Woman-Owned	
<ul><li>□ Hispanic American (MH)</li><li>□ Asian American (MS)</li><li>□ Other Minority (MO) Specify:</li></ul>	□ Service-Disabled Veteran □ Disabled-Owned	
15. Type of Business (Check one):	16. Number of Employees	
□ Agriculture, Forestry, Fishing □ Construction		
□ Marketing/Communications/Public Relations	17. Excluded from Federal Procurement or	
□ Architectural/Design/Engineering □ Educational	Nonprocurement Programs? Yes — No ——	
□ Medical/Healthcare □ Manufacturing	https://www.sam.gov/portal/SAM/#1	
□ Mining □ Retail Trade		
□ Finance, Insurance & Real Estate □ Service Industry	18. Annual Gross Sales	
□ Information Systems/Technology □ Wholesale Trade		
□ Transportation, Commerce & Utilities		

space is needed please attach a separate sheet to the vendor application.				
20. *				
SECTION A -	SECTION B -			
CONTRACTOR IS AN INDIVIDUAL	CONTRACTOR IS A COMPANY (e.g. sole proprietorship, partnership, or corporation)			
	(c.g. sole proprietorship, partitership, or corporation)			
Is or has the Contractor been a state employee?	Does an individual (or an individual's immediate family			
NO (no additional information required)	member), who is or has been a state employee, own controlling interest (more than 4%) in the Contractor			
NO (no additional information required)  YES	company?			
	<ul><li>NO (no additional information required)</li><li>YES</li></ul>			
Was such employment within the past six months?	Was such employment within the past six months?			
was such employment within the past six months?	was such employment within the past six months:			
□ NO	□ NO			
YES	YES			
21. Certification: By submitting this form. I certify that I	am an authorized representative of the above company and			
that all the information as completed above is true and accurate.				
Nama Title				

19. Commodities: List goods and services for which your company wishes to receive bid opportunities. If additional

East Tennessee State University does not discriminate against students, employees, or applicants for admission or employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, gender identity/expression, disability, age, status as a protected veteran, genetic information, or any other legally protected class with respect to all employment, programs and activities sponsored by ETSU.

<sup>\*</sup>Conflict of Interest Policy: https://www.etsu.edu/bf/procurement/purchasing/purchasers/policies.php