

# Winchester Municipal Airport, Inc.

420 Aviation Dr., Winchester, TN 37398 931-967-3148

## REQUEST FOR BIDS

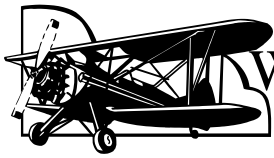
You are invited to submit a bid for a project to repaint a bank of T-Hangars located at the Winchester Airport, 420 Aviation Drive, Winchester, TN 37398. Sealed bids must be received at 420 Aviation Drive by March 20th, 2012 at 3:00 PM (our clock), Central Time, in order to be considered. If you wish to bid, please submit your sealed submittal, in a mailing container or envelope which is plainly marked on the outside with the notation ‘**SEALED BID ENCLOSED – 2012 T-HANGAR REPAINTING**’ due on March 20th, 2012 at 3:00 PM CST. Bids sent via facsimile or e-mail will not be accepted.

### *INSTRUCTIONS TO BIDDERS*

<b>Name of the Bid</b>	2012 T-HANGAR REPAINTING
<b>Deadline for Questions</b>	March 13th, 2012 at 3:00 PM CST
<b>Deadline for Bid Submittal</b>	March 20th, 2012 at 3:00 PM CST
<b>Bids Shall Be Submitted To</b>	Winchester Airport Authority 420 Aviation Drive Winchester, TN 37398
<b>Method of Submittal</b>	Mail Delivery, In Person Fax and e-mail bids are not acceptable
<b>Contact Person</b>	Zachary Colescott, Airport Manager winchester_airport@yahoo.com
<b>Phone/Fax Numbers</b>	Phone : (931) 967-3148 Fax : (931) 967-4853

The Airport Authority is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Airport Authority, or any other means of delivery employed by the bidder. Similarly, the Airport Authority is not responsible for, and will not open, any bid responses which are received later than the date and time stated above. Late bids shall not be considered and shall be returned to the late bidder unopened.

Any questions about the meaning, the intent or the specifications must be inquired into by the Bidder **in writing** no later than March 13th, 2012 at 3:00 PM CST. FAX or E-Mail all questions to Zachary Colescott, Airport Manager (fax and e-mail information listed above). Any and all questions will be responded to in the form of written addenda to all Bidders. It shall be the responsibility of each Bidder, prior to submitting their bid, to contact the designated contact person listed above (by Email or Phone) to determine if addenda were issued. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Signature Page (page 8).



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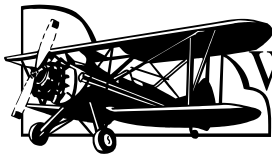
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Wherever requested throughout this document, a company representative who is authorized to bind the Supplier will sign on behalf of the company to indicate to the Airport Authority that you have read, understand and will comply with the Instructions and all Terms and Conditions attached hereto. The Airport Authority reserves the right to reject any or all bids, and to accept in whole or in part, the bid, which, in the judgment of the bid evaluators, is the most responsive and responsible bid.

Bids will be publicly opened and read on March 20th, 2012 at 7:00 PM CDT at the Winchester Airport Terminal, 420 Aviation Drive, Winchester, TN 37398. The main purpose of the bid opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the apparent low bidder(s).

Bids will be evaluated promptly after the bid opening. **After an award is made, a bid tabulation summary will be available to all who submitted a bid. Bid results will not be given out prior to award.** No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening date. The contract outlined in the Request cannot begin until a proper Certificate of Insurance has been reviewed and approved by the Airport Authority.

The contract outline in the Request cannot begin until a proper Certificate of Insurance has been reviewed and approved by the Airport Manager.



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## **SPECIAL TERMS AND CONDITIONS**

**SCOPE OF WORK** The Winchester Airport Authority is seeking a contact to bush hog the airport property as requested by the Winchester Airport Authority, to be located at the Winchester Airport, 420 Aviation Drive, Winchester, TN 37398. Detailed specifications are on Attachment A, and drawings are on Attachment B. The Contractor shall supply all equipment, material and labor to mow the grounds with the specified time on Attachment A.

**AWARD CRITERIA** Award of bid shall be made to the lowest responsive and responsible Contractor(s) meeting the specifications set forth herein. In addition to the quoted price, the following is a partial list of the **criteria that may be used in our determination of vendor responsibility and responsiveness:**

- A. Superior quality and adherence to specifications;
- B. Current lead-time quoted;
- C. Past experience and service provided by Contractor;
- D. Favorable references from firms with projects of similar scopes that indicate that the Contractor has the ability to carry out the services and provide the products specified;
- E. Strength of company's equipment inventory that indicates that the Contractor has the ability to carry out the services promised;
- F. Strength of company's safety program and history.

The Winchester Airport Authority reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the airport.

### **CONTRACT AWARD**

If the Winchester Airport Authority determines that a contract for some or all of the project should be awarded, the process of awarding the Contract shall be as follows.

- A. The Airport Authority shall determine which Contractor has submitted the lowest and most responsive and responsible bid.
- B. The Airport Manager shall execute a Notice to Proceed to the winning Contractor.

If the evaluation team determines that all the bids received should be rejected, the bidders shall be notified by the Airport Manager accordingly. At that point, the Airport Authority may or may not re-bid the project.

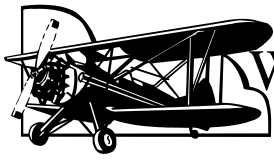
### **BONDS AND INSURANCE**

#### INSURANCE:

A copy of your current Certificate of Insurance should be included with your bid. Insurance requirements are listed on page 9.

#### BID BOND REQUIREMENT:

Each bid must be accompanied by a Bidder's Bond, executed by the Bidder and a surety company authorized to transact business in the State of Tennessee, or by a cashier's check or certified check on a duly authorized bank made payable to Winchester Municipal Airport Authority, Inc. in the sum of not less than five percent (5%) of the total amount of the bid as a guarantee that, if the bid is accepted, the required contract will be executed and the required performance and payment bonds furnished. Said bond or check will be returned to



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the unsuccessful bidder as soon as the contract has been awarded, and the successful bidder as soon as the necessary bonds have been furnished and the contract has been executed.

## **CONTRACTORS EMPLOYEES**

Any person making deliveries to or working at Winchester Airport's facilities must be identifiable by uniform, proper identification and/or a marked vehicle and present an alert and well-groomed appearance. The Contractor shall only furnish employees who are competent and skilled for work under this contract.

If, in the opinion of the airport manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on airport property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

## **DESCRIPTIVE LITERATURE**

Bidders shall include the manufacturer's literature that describes any major materials or systems to be utilized on the project. Descriptive literature will be used in addition to bid specifications in determining award. However, if literature depicts something in conflict with Airport Authority bid specifications, it is the bidder's responsibility to make that clear, in writing, to the Airport Authority.

## **REGULATORY AGENCY COMPLIANCE**

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA - Occupational Safety & Health Agency, EPA - Environmental Protection Agency, ICC - Interstate Commerce Commission, DNR - Department of Natural Resources, and DOT - Department of Transportation. The Airport Authority expects that Contractors will offer expertise on conformance of regulations applying to the products they sell. Failure to assist the Airport Authority in this area may be just cause for rejection.

## **SAFETY**

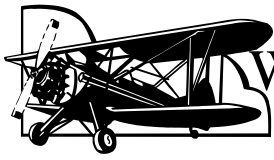
Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds, and will further ensure that its employees are educated in and understand the hazards of working on an active airport property. All machinery, equipment and furnishings shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor. The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

## **SAFETY EQUIPMENT**

The Contractor certifies that all items or service delivered herein comply with all ANSI Standards and with the Federal Occupational Safety and Health Act of 1970, as applicable.

## **SUBCONTRACTS - ASSIGNMENTS**

No part of this project will be subcontracted or assigned without prior written consent of the Airport Manager, excluding any emergency work. Any subcontractor or assignee must meet the same qualifications in their field as the prime Contractor. Contractor shall be responsible for any payments to subcontractors. Subcontractors must meet all requirements as specified in this contract (i.e. training, safety, insurance, etc.).



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## **TOOLS AND EQUIPMENT**

Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools and all other items necessary for and incidental to executing and completing all required work. Contractor shall provide all required tools, equipment, consumable products and testing instruments needed for the job.

## **UNDERGROUND UTILITY LOCATES**

The successful bidder is solely responsible for contacting companies to locate underground facilities by contacting "One Call" at 811. Any damage done, or repair needed therefore, to an existing line is considered the responsibility of the successful bidder.

## **WASTE DISPOSAL - CLEAN-UP**

Removal and off-site disposal of construction waste will be the responsibility of the Contractor and shall be included in the bid price. Debris and trash shall be removed at the end of each day's work. Upon completion, the work area shall be left clean of debris and trash associated with the work. There shall be no additional charges to the Airport Authority for removal and/or disposal of materials.

## **TERM OF PAYMENT**

Purchases authorized under this contract will be paid for upon receipt of an original invoice within thirty (30) days and after all products are delivered, inspected and accepted. **The invoice shall clearly state the Winchester Airport Authority's name and the contact person.**

For accounting purposes, detailed schedules and supporting documentation apportioning the cost of time and/or materials under this contract shall be included with Contractor's invoice. The schedules shall be presented in such detail, and backed up with supporting information in the format the airport authority requests. Violation of this provision by Contractor shall constitute a material breach of this contract. Any schedule submitted may be utilized for payment requests only after it has been acknowledged, in writing, as acceptable by the Airport Manager.

If Contractor, or any of its subcontractors, exceeds the actual costs for any reason before the Airport Authority is notified in writing; the Airport Authority has the right, at its discretion, to deny reimbursement for that work.

The Airport Authority may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

## **SURCHARGES**

Surcharges (i.e. fuel surcharges, restocking fees, etc) shall NOT be allowed to be added to invoices as an additional line item.

## **DOCUMENTS TO BE SUBMITTED WITH THIS BID**

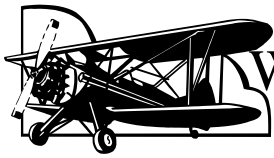
Insurance Certificate - Pages 3 and 8

Descriptive Literature - Page 3

Bid Submittal Form - Page 6

Signature Page - Page 7

Reference List - Page 9



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## **BID SUBMITTAL FORM**

**FOB Point, in terms of loss or damage, is destination  
All freight, delivery and fees are to be included in the price of the goods**

Price to complete project as specified	\$
Price for any options	\$
<b>Total Price</b>	<b>\$</b>

Estimated time to begin the project after receipt of purchase order \_\_\_\_\_ Business Days.

Estimated time to complete the project \_\_\_\_\_ Business Days.

List any subcontractors and their trade that you plan to use on this project:

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Name of Company: \_\_\_\_\_

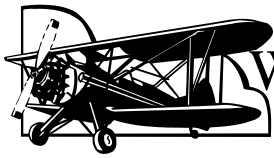
Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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(Optional Questions)

TDOT requires that sub-recipients maintain records of those ethnic and gender groups who are awarded bids on projects. For Title VI compliance, we ask for voluntary disclosure of the following information:

- Gender: Male  Female   
Race: Caucasian   
African American   
Hispanic   
Other (specify)  \_\_\_\_\_



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## **SIGNATURE PAGE**

The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_

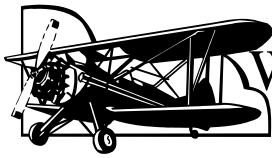
Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

Phone # ( \_\_\_ ) \_\_\_ - \_\_\_\_\_ Fax # ( \_\_\_ ) \_\_\_ - \_\_\_\_\_

**EXCEPTIONS/DEVIATIONS** to this Request for Bid shall be taken below - please be as specific as possible. All exceptions shall be stated no matter how seemingly minor. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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## **INSURANCE INFORMATION**

### **INSURANCE REQUIREMENTS**

VENDOR, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance so as to cover risks which shall arise directly or indirectly from VENDOR'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Tennessee Workers Compensation Law covering all the VENDOR'S employees carrying out the work involved in this contract.
2. **General Liability Insurance** with limits of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the VENDOR or its employees carrying out the work involved in this contract.

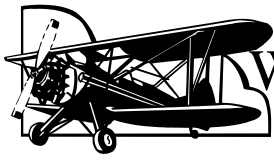
**Subcontractors:** In the case of any work sublet, the VENDOR shall require subcontractors and independent contractors working under the direction of either the VENDOR or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the VENDOR.

**Qualifying Insurance:** Policies shall be issued by insurers authorized to do business in the State of Tennessee. All policies shall be occurrence form and not claims made form. The VENDOR shall be responsible for deductibles and self-insured retentions in the VENDOR'S insurance policies.

**Additional Insured:** The Winchester Airport Authority, its officers and employees shall be named as additional insured on the VENDOR'S, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance. This provision does not apply to professional liability insurance and workers compensation insurance.

### **CERTIFICATE OF INSURANCE REQUIREMENTS**

1. The Description area of the certificate should state: **The Winchester Airport Authority, its officers and employees** are named as additional insured. List Bush Hog Contract as the scope of work the certificate covers.
2. The minimum liability limits required by the AIRPORT are: **(\$1,000,000)**. This must be **occurrence form** liability coverage.
3. The following address must appear in the Certificate Holder section:  
Winchester Airport Authority  
420 Aviation Drive  
Winchester, TN 37398
4. Certificates may be sent by e-mail, fax (931-967-3148), mail or delivery to the attention of Zachary Colescott. A certificate of insurance must be provided to the AIRPORT prior to the execution of this Agreement.
5. During the term of the Agreement, VENDOR shall provide the AIRPORT with renewal certificates of insurance 20 days prior to policy expiration dates.



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## **REFERENCE LIST**

Bidder shall submit information on this sheet indicating construction experience on similar work. Failure to complete this sheet may be cause for rejection of bid.

1. Type Work \_\_\_\_\_  
Owner \_\_\_\_\_  
Location (City, State) \_\_\_\_\_  
Owner's Contact Person \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_

2. Type Work \_\_\_\_\_  
Owner \_\_\_\_\_  
Location (City, State) \_\_\_\_\_  
Owner's Contact Person \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_

3. Type Work \_\_\_\_\_  
Owner \_\_\_\_\_  
Location (City, State) \_\_\_\_\_  
Owner's Contact Person \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_

4. Type Work \_\_\_\_\_  
Owner \_\_\_\_\_  
Location (City, State) \_\_\_\_\_  
Owner's Contact Person \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_



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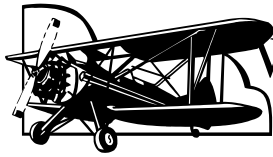
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1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word airport refers to the Winchester Airport Authority throughout these Instructions and Terms and Conditions. Similarly, Bidder refers to the person or company submitting an offer to sell its goods or services to the AIRPORT. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER/OFFEROR, but may represent different methods of obtaining price and other information from the BIDDER/OFFEROR.
2. **BID TABULATION AVAILABILITY** - Bids will be evaluated promptly after opening. After award, a bid tabulation summary will be sent to all companies who submitted a bid or returned a Statement of No Bid. **NO BID RESULTS WILL BE GIVEN OVER THE TELEPHONE.** No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.
3. **BIDDER/OFFEROR QUALIFICATIONS** - No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the airport upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the airport, or that is deemed irresponsible or unreliable by the airport. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
4. **BID FORM** - Each Bidder must submit an original Bid and additional copies as required on the forms attached. The Bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind.

With the technological changes, Bidders may wish to submit bids electronically on their company's pre-printed forms. However, in order to preserve continuity of the Airport's terms and to allow businesses not having advanced technical capabilities to participate in the bid and quotation process as well, the Airport will consider replies NOT on the Airport's form as non-responsive. Bidders may submit additional information and brochures relative to the product(s) for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the Airport's form.

In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
5. **SPECIFICATION DEVIATIONS BY THE BIDDER/OFFEROR** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's/Offeror's name should be clearly shown on each document.
6. **BIDDER/OFFEROR REPRESENTATION** - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.
7. **COLLUSIVE BIDDING** - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
8. **BROCHURES** - Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
9. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will NOT be considered in awarding of Bids.
10. **BID CHANGES** - Bids, amendments thereto, or withdrawal requests received after the time advertised for Bid Opening, will be void regardless of when they were mailed.
11. **HOLD HARMLESS AGREEMENT** - The Supplier agrees to protect, defend, indemnify and hold harmless the Airport and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Supplier, its employees, subcontractors or any independent contractors working under the direction of either the Supplier or subcontractor in the performance of this contract.
12. **DELIVERY DATE** - The delivery time or completion date, as stated in the Bid Form, shall be the time required to deliver the complete item(s) after the receipt of the order or award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the Airport, show the delivery time for each item separately.

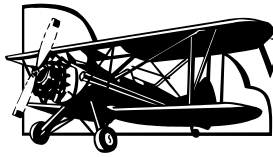
If only a single delivery time is shown, it will mean that all items included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the delivery will be completed in the time stated, assuming that the time between the Bid Opening and the placing of the order does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the delivery time indicated is considered sufficient to delay the operational needs for which the commodity/service is intended.



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13. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on your Signature Page. Prices bid or proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance.
14. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
15. **BID REJECTION OR PARTIAL ACCEPTANCE** - The Airport reserves the right to reject any or all Bids. The Airport further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the Airport.
18. **BID CURRENCY/LANGUAGE** - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
19. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.
20. **MODIFICATION, ADDENDA AND INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
21. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
22. **SUBCONTRACTING** - No portion of this Bid may be subcontracted without the prior written approval by the Airport.
23. **TELEGRAPHIC/ELECTRONIC BID SUBMITTAL** - Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
24. **MISCELLANEOUS** - The Airport reserves the right to reject any and all bids or parts thereof. The Airport reserves the right to inspect Supplier's facilities prior to the award of this bid. The Airport reserves the right to negotiate optional items with the successful Bidder.
25. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the Airport.
26. **OVERSHIPMENTS, UNDERSHIPMENTS** - Material shipped in excess of quantity ordered may be returned at Bidder's expense. Similarly, when under-shipments are received, the Airport reserves the right to leave the purchase order/contract open until goods/services are received, or to close the transaction if more cost effective for the Airport.
27. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
28. **PATENT GUARANTEE** - Bidder shall, with respect to any device or composition of Bidder's design or Bidder's standard manufacture, indemnify and hold harmless the Airport, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Airport.
29. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the Airport shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Airport, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the Airport, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the Airport for damage sustained by the Airport by virtue of breach of the award by the successful Supplier and the Airport may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the Airport from the successful Supplier is determined.
30. **TERMINATION OF AWARD FOR CONVENIENCE** - The Airport may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Bidder/Offer or under the award shall, at the option of the Airport, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the Airport as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the Airport which bears the same ratio to the total



# Winchester Municipal Airport, Inc.

420 Aviation Dr., Winchester, TN 37398 931-967-3148

compensation as the services actually performed or material furnished bear to the total services/materials the successful Bidder covered by the award, less payments of compensation previously made.

31. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected.

A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

32. **ACCEPTANCE OF TERMS BY SHIPMENT** - Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the bid upon the terms and prices set forth herein.
33. **ASSIGNMENT** - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the Airport. Any assignment or attempt at assignment made without such consent of the Airport shall be void.
34. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
35. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this bid and subsequent awards, Airport holiday closures are typically New Year's Day, Thanksgiving Day, and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.)  
Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Airport may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.
36. **TIME PERIOD** - Prices are to be honored for the time period stated in your response on the Signature Page.
37. **EXTENSION** - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period

of time, up to one year, if mutually agreed between the parties.

38. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
39. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
40. **METHOD OF AWARDING/QUOTING** - The Airport reserves the right to make awards based on the entire bid or on an individual basis. However if you offer your bid based on an "all or none" condition, the Airport may consider your bid nonresponsive and reject the entire bid.
41. **TAXES** - The Airport is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Airport is exempt will be deducted from invoices before payment is made.
42. **BID INFORMATION IS PUBLIC** - All documents submitted with any bid or proposal shall become public documents and subject to Tennessee Code. By submitting any document to the Airport in connection with a bid or proposal, the submitting party recognized this and waives any claim against the Airport and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Airport and its officers and employees harmless from any claims arising from the release of any document or information made available to the Airport arising from any bid opportunity.
43. **PURCHASE ORDER** - Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.
44. **NO GIFT STANDARD** - The Airport is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we have asked all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a Airport employee and not available to the general public, regardless of the value.
45. **TITLE VI** - The Tennessee Department of Transportation ensures compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, sex, or national origin.