

Invitation to Bid:

The Jefferson County Finance Department will be accepting Requests for Proposals (RFP) for the **Jefferson County High Schools (JCHS) Auditorium Smoke Vent Installation.**

Sealed proposals must be 1) submitted in a sealed envelope; 2) envelope must be clearly marked “**JCHS Auditorium Smoke Vent Installation.**” Sealed proposals should be either mailed to the Jefferson County Finance Department to the attention of Purchasing Agent Julie Anglea at P.O. Box 1749, Dandridge, TN, 37725, or dropped off at 1244 Gay St., Dandridge, TN, 37725. RFPs will be accepted until **2:00 PM Tuesday, August 29, 2023**, at which time proposals will be opened in the Finance Department conference room.

For specifications and questions, please contact Austin Bridgewater, Maintenance Supervisor for Jefferson County Schools, at 865-397-3436 or by email at abridgewater@jcboe.net. Additional information can be obtained on the county website at www.jeffersoncountyttn.gov/finance-department.

Mandatory walk through will be held on August 22, 2023, at 9am.

If awarded, successful vendor is required to provide Affidavit of Compliance with Tennessee Criminal History Records Check, Affidavit of Compliance with Drug Free Workplace, general liability insurance policy, and workers compensation liability policy.

Jefferson County reserves the right to accept or reject any and all proposals and to waive and all irregularities in the receipt/handling of RFPs. The awarded bidder must be in good standing with the County of Jefferson.

Jefferson County assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and as amended, and the Civil Rights Restoration Act of 1987 (P.I. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal Financial Assistance from the Tennessee Department of Transportation (TDOT).

The Jefferson County Finance Department in Dandridge, Tennessee will receive sealed bids for the provision of **Jefferson County High Schools (JCHS) Auditorium Smoke Vent Installation** as specified herein. Bids must be received by **August 29, 2023 @ 2pm**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Jefferson County Finance Department
Attention: Julie Anglea, Purchasing Agent
PO Box 1749
1244 Gay St.
Dandridge, TN 37725**

The Bid Envelope must be sealed and show the Company Name, Bid Name, & Bid Opening Date

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: Jefferson County Schools wants requests for additional information routed to Austin Bridgewater, Maintenance Supervisor for Jefferson County Schools, at 865-397-3436 or by email at abridgewater@jcboe.net. Information about the Jefferson County Finance Department and bid specifications may be obtained on the Jefferson County website at www.jeffersoncountyttn.gov/finance-department.

1.1.1 Mandatory Walk Through will be held on Tuesday, August 22, 2023 @ 9am. All interested vendors must attend for bid to be considered.

Address:

- **Jefferson County High School Auditorium
115 W. Dumplin Valley Road
Dandridge, TN 37725**

1.1.2 Must obtain specifications and additional notes from architecture plans by Lewis Group Architects and Engineering Services Group by attending mandatory walk through or contacting Austin Bridgewater at abridgewater@jcboe.net.

1.1.3 Mandatory Deadline for Completion of Work is Friday, December 22, 2023.

1.2 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Jefferson County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 ALTERNATIVE BIDS: Jefferson County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.

1.4 AWARD: Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Jefferson County. Jefferson County reserves the right to award this bid on a location basis, zone basis, item-by-item basis, an all or none basis, or by multiple awards, whichever is in the best interest of the County. Jefferson County reserves the right to not award this bid. The award will be made in accordance with the evaluation criteria specified herein.

1.5 BID DELIVERY: Jefferson County requires all bids to be submitted in sealed envelopes, addressed to the Jefferson County Finance Department and plainly marked with the name of the bid and time of the bid opening. Bids shall be opened at the time specified, and all bidders and other persons shall be invited to be present. Jefferson County will not be responsible for any lost or misdirected mail sent by common carrier. Jefferson County will not be responsible for bids delivered to addresses other than the one listed at the top of this solicitation. Any bid received after the time and date specified shall not be considered. Any bid not sealed and/or not properly labeled will not be accepted. Faxes and E-Mail documents will not be accepted.

1.6 BID ACCEPTANCE: The lowest and best bid shall be accepted, provided the purchasing agent reserves the right to reject and all bids or any part of any bid and, if applicable, to accept that bid which is best evidenced by reasons relative to the purpose of the purchase.

1.6.1 Any bid may be withdrawn prior to the scheduled time for the opening of bids.

1.6.2 The bidder to whom the award is given may be required to enter into a written contract.

1.7 Cooperative Purchasing: Bidders must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

1.8 Declarative Statement: Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.9 Incurred Costs: Jefferson County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.10 Multiple Bids: Jefferson County will consider multiple bids that meet specifications.

1.11 Non-Collusion: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.12 Taxes: Jefferson County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.13 Processing Time for Payment: Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.14: Proof of Financial and Business Capability: Bidders must, upon request, furnish satisfactory evidence of the ability to furnish products or services in accordance with the terms and conditions of these specifications. Jefferson County will make the final determination as to the bidders' ability.

1.15 Restrictive or Ambiguous Specifications: It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Jefferson County Finance Department Purchasing Agent if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding specifications or bid procedures must be received in the Jefferson County Finance Department no later than **August 22, 2023, by 9am**. These requirements also apply to specifications that are ambiguous.

1.16 Signing of Bids: In order to be considered all bids must be signed. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document.

1.17 Term Bid Agreements: If this bid results in a term bid contract with the vendor, Jefferson County must receive all general price decreases that other similar customers receive.

1.18 TITLE VI OF THE CIVIL RIGHTS ACT: "Nondiscrimination in Federally Assisted Programs" - "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 subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Jefferson County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.19 USE OF BID FORMS: Vendors must complete requested forms contained in the bid proposal. Failure to complete requested forms may result in rejection of their bid.

1.20 VENDOR DEFAULT: Jefferson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Jefferson County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.21 WAIVING OF INFORMALITIES: Jefferson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Jefferson County.

1.22 CLOSURES: During periods of closure due to unforeseen circumstances in Jefferson County or closures at the direction of the Jefferson County Mayor and/or Jefferson County Finance Department will enact the following procedures in regard to solicitations and closures:

1.22.1 If the Mayor closes the administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.

1.22.2 Other foreseen circumstances shall be at the sole discretion of the Jefferson County Finance Director.

1.22.3 Jefferson County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

Section II Obligations, Rights, and Remedies

These terms and conditions shall be part of the contract. Jefferson County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 ALTERATIONS OR AMENDMENTS: No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Jefferson County without the prior written approval of the County.

2.2 APPROPRIATION: In the event no funds are appropriated by Jefferson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 ASSIGNMENT: Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Jefferson County.

2.4 BOOKS AND RECORDS: Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 CHILD LABOR: Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 COMPLIANCE WITH ALL LAWS: Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 DEFAULT: If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Jefferson County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Jefferson County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Jefferson County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Jefferson County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 GOVERNING LAW: This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Jefferson County, Tennessee. The Chancery Court and/or

the Circuit Court of Jefferson County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

2.9 INCORPORATION: All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 INDEMNIFICATION/HOLD HARMLESS: Contractor shall indemnify, defend, save and hold harmless Jefferson County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 INDEPENDENT CONTRACTOR: Contractor shall acknowledge that it and its employees serve as independent contractors and that Jefferson County shall not be responsible for any payment, insurance or incurred liability.

2.12 INSPECTION AND ACCEPTANCE: Warranty periods shall not commence until Jefferson County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Jefferson County. Jefferson County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 IRAN DIVESTMENT ACT: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. **2.14 LIMITATIONS OF LIABILITY:** In no event shall Jefferson County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Jefferson County has been advised of the possibility of such damages.

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2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT: Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

The contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided

herein shall be paid directly or indirectly to any officer or employee of Jefferson County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.16 ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.17 REMEDIES: Jefferson County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.18 RIGHT TO INSPECT: Jefferson County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.19 SEVERABILITY: If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.20 TAX COMPLIANCE: Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Jefferson County Finance Department.

2.21 TERMINATION: County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.22 WARRANTY: Contractor warrants to Jefferson County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Jefferson County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

Section III Special Terms and Conditions

3.1 INTENT: The intent of this solicitation is to obtain a qualified firm(s)/vendor(s) to provide quality service in installation of **Auditorium Smoke Vents at Jefferson County High School** at an economical price. Jefferson County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality, and other factors detailed herein.

3.2 ACCEPTANCE: Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Jefferson County so stating.

3.3 ADDITIONS AND DELETIONS: Jefferson County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Jefferson County deems necessary. Any

additions/deletions must be approved in writing by Jefferson County Finance Department prior to any changes in service.

3.4 AWARD STATUS: Jefferson County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Jefferson County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Jefferson County reserves the right to purchase these items/services from other sources if the need arises. Jefferson County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Jefferson County desire not to renew, no reason needs to be given.

3.5 BIDDER OBLIGATION: Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.6 BID EVALUATION: In evaluating the bids, Jefferson County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of Jefferson County. All material submitted becomes the property of Jefferson County.

3.7 CHANGES AFTER AWARD: It is possible after award that Jefferson County may change its needs or requirements. Jefferson County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Jefferson County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Jefferson County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Jefferson County and/or provide improved service.

3.8 COMMUNICATIONS: The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Jefferson County Contract and have the authority to make adjustments as requested by Jefferson County.

3.9 COMPLIANCE WITH ALL APPLICABLE REGULATIONS: Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.10 CONTACT PERSONNEL: It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Jefferson County account be handled efficiently and professionally. Jefferson County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Jefferson County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.11 CONTRACT EXECUTION: The award of this bid will result in a Contract between Jefferson County and the successful bidder(s). The Jefferson County Finance Department will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.

3.12 EVALUATION REVIEW: Jefferson County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Jefferson County.

3.13 EXCEPTIONS TO SPECIFICATIONS: Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.14 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Jefferson County contracts.

3.15 INSURANCE: The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Jefferson County, Tennessee as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with the Jefferson County Finance Department as long as the Contract is in effect.

3.16 INTERPRETATION: No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (Email) and will be answered in the form of an Addendum to the solicitation by the Jefferson County Finance Department.

3.17 INVOICE DETAIL: Jefferson County is requesting invoices to show the following detail to help expedite review payment. The Contractor(s) may be required to modify invoicing procedures to show detail. All potential Contractor(s) are hereby cautioned that Jefferson County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor(s) may be asked to submit a sample copy of their invoice for review during evaluation of this IFB. Account information may be deleted.

3.17.1 The invoice must show the amount due to the Contractor by Jefferson County.

3.17.2 The invoice must show an itemized detailed material count including: date(s) of service, location of service, weight, type and weight of tires rendered, the associated unit price for the material(s) and/or service(s) provided, and the total price for material(s) and/or service(s) provided.

3.17.3 Invoices are to be original and uniquely pre-numbered.

3.17.4 Invoicing Information is as follows:

Jefferson County Finance Department
Attention: BOE Accounts Payable
P.O. Box 1749
Dandridge, TN 37725

3.18 INVOICE REVIEW: Jefferson County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Jefferson County receives the invoice.

3.19 INVOICE PROCEDURES: Jefferson County requests that invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Jefferson County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices the specific department that desires to purchase from you.

Do not credit payments to any other department's account. Invoices must match the corresponding Purchase Order Number.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.20 LIABILITY: All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Jefferson County harmless from all liability arising from the transporting, storing, recycling, reclaiming, re-finishing or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.

3.21 MOST FAVORABLE PRICING: Contractor agrees to guarantee that Jefferson County will receive the best price offered by your company for similar services and products. If at any time during the Contract period your company offers a better price to another customer and prior notification of said price reduction is not properly communicated to Jefferson County, upon discovery, Jefferson County reserves the right to take any or all of the following actions:

3.21.1 Cancel the Contract, if it is currently in effect.

3.21.2 Determine the amount that the participating agency was overcharged and submit a request for payment from the Contractor for that amount.

3.22 NEWS RELEASES BY VENDORS: As a matter of policy, Jefferson County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Jefferson County.

3.23 NO CONTACT POLICY: After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Jefferson County representative, other than the Jefferson County Finance Department representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.24 OFFER WITHDRAWAL: No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Jefferson County Finance Department **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bids.

3.25 POSSESSION OF WEAPONS: All vendors and their employees and their agents are prohibited from possessing any weapons on Jefferson County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.26 PRICING: The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Jefferson County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

3.26.1 Continue with the existing prices.

3.26.2 Request a lower price increase.

3.26.3 Not accept the renewal offer.

Contractor(s) must submit proof of price increase. If a price increase is approved by the Jefferson County Finance Department and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.27 PUBLIC RECORDS ACT: Jefferson County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Jefferson County will comply with all legitimate requests.

3.28 REJECTION OF BIDS: Jefferson County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Jefferson County for the particular services proposed.

3.29 REJECTION OF CHARGES: Jefferson County reserves the right to reject invoices or refuse to pay for processing of tires invoiced for generators that were overdrawn with the state at the time their tires were delivered.

3.30 REMOVAL OF VENDOR'S EMPLOYEES: The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Jefferson County may require that the successful vendor(s) be removed from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Jefferson County.

3.31 RESOURCES: Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing services for installation of auditorium smoke vents. The list shall include, but not be limited to, a description of unique equipment, cranes, rigging, lifts, including age and condition, number of local employees available to perform services, and number of years in business. Certifications for personnel shall be included in the bid package, if applicable.

3.32 SAFETY AND PROTECTION: The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970. The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required by TOSHA, OSHA, EPA and AHERA. Jefferson County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the

work by the department designee. Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements. Contractor(s) 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. All buildings, appurtenances, equipment, and furnishings shall be protected by the vendor from damage which might be done or caused by works 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 vendor.

3.33 SAFETY EFFORTS: The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The Contractor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.34 SAFETY TRAINING: The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products to be used under this Contract.

3.35 STATE LICENSING REQUIREMENTS: Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for General Contractors for the type of work requested and **must** submit a copy of the license with their bid. All licensing must be in accordance with Tennessee Code Annotated.

3.36 SUBMIT QUESTIONS: Prospective bidders may submit questions concerning this solicitation until **Monday, August 28, 2023 @ 4pm** local time. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 CONTRACTOR RESPONSIBILITIES:

4.1.1 Furnish and install five (5) acoustical smoke vents and roof curbs with additional notes as called for on drawing M1.1 dated 3/1/23 by Lewis Group Architects and Engineering Services.

4.1.2 Include in bid, services of a licensed State of Tennessee structural engineer to design any additions or modifications to existing roof structure in order to support the five (5) acoustical smoke vents. If none are required, provide documentation that existing roof structure will support the added weight of the smoke vents from the structural engineer.

4.1.3 Include in bid, services of Eskola Roofing, Morristown, TN for properly sealing each of the five (5) new acoustical smoke vents. Contact Caleb Winstead at cwinstead@eskolaroofing.com for pricing.

4.1.4 Provide necessary crane, rigging, and any lifts required to install the five (5) new acoustical smoke vents.

4.1.5 Provide protection to existing roof, stage, and associated furnishings during installation.

4.1.6 Coordinate working hours and dates with Jefferson County Schools Maintenance department for installation of this work.

4.1.7 Coordinate this work with the local State Fire Marshal representative for inspection and final approval.

4.2 SITE VISITS: Jefferson County reserves the right to make periodic unannounced site visits to ensure contract compliance.

SECTION V VENDOR INFORMATION FOR: Jefferson County High School Auditorium Smoke Vent Installation.

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Street Address: _____

City: _____ State: _____ Zip: _____

5.3 Contact Person: _____

5.4 Telephone Number: _____

5.5 Vendor's email address: _____

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

5.6 Authorizing Signature: _____

(Sign in BLUE ink)

5.7 Vendor's Business License Number: _____

(If Applicable) Attach A Copy Of The License.

5.8 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

5.9 Years in Business: _____

5.10 Total Number of Commercial Clients: _____

5.11 Total Number of Local Employees: _____

Address: Hours of Operation:

_____ Monday – Friday: _____

_____ Saturday: _____

VENDOR NAME: _____

5.12 Will you allow Cooperative Purchasing as detailed in Section 1.7? YES NO

5.16 Did you include the correct information in bid packet as detailed on page 1? YES NO

5.19 Did you include the Insurance Policy as detailed in Section 3.15? YES NO

5.18 Did you attach your Resource list as detailed in Section 3.31? YES NO

5.20 Did you include copies of your current license(s) as detailed in Section 3.35? YES NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VII: VENDOR RESOURCE LIST For: JCHS Auditorium Smoke Vent Installation

VENDOR NAME: _____

| Equipment List- only include equipment and resources that will be made available to Jefferson County Schools under this contract. | | | |
|---|------------------------|-----|-----------|
| Quantity of Resources or Equipment | Equipment or Resources | Age | Condition |
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NOTE: Attach additional pages if necessary.