

Invitation to Bid

The Jefferson County (JC) Purchasing Department will be accepting sealed bids for the **“Mossy Creek Wildlife Viewing Area Observation Deck Replacement.”** A **Mandatory Pre-Bid Meeting will be held on March 5, 2026, at 10am ET** at the Mossy Creek Viewing Area located at 901 W. Cherokee Dr. Jefferson City, TN 37760. Sealed bids should be labeled **“Mossy Creek Wildlife Viewing Area Observation Deck Replacement** “and 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. Sealed bids will be accepted until **2:00 p.m. ET, Tuesday, March 24, 2026**, at which time bids will be opened in the Finance Department conference room. Each bid must be accompanied by a Bid Security in the form of a Cashier’s Check or a Bidders Bond in the sum of no less than (10%) of the total amount of the bid. Bid bond shall be executed on AIA Document A310. Said bond will be returned to unsuccessful bidders as soon as contract has been awarded and successful bidder has executed the contract and furnished necessary bonds. The successful bidder may be required to execute a performance bond in an amount equal to (100%) of the contract sum and a payment bond covering and including labor and materials in an amount equal to (100%) of the contract sum if awarded bid exceeds \$100,000.00. Labor and Material Payment Bonds shall be on AIA Form A312. All bidders must be licensed contractors as required by the contractors Licensing Act of 1976 (TCA §62-6-119). For additional information and full details of the bid please visit www.jeffersoncountyttn.gov/finance-department website. Jefferson County reserves the right to accept or reject any and all bids and to waive all irregularities in the receipt/handling of bids. The awarded bidder must be in good standing with the County of Jefferson.



Invitation to Bid (ITB)

for

**Mossy Creek Wildlife Viewing Area
Observation Deck Replacement**

ITB Issued: February 19, 2026

Bids Due: March 24, 2026, by 2:00pm

Invitation to Bid

The Jefferson County (JC) Purchasing Department will be accepting sealed bids for the **“Mossy Creek Wildlife Viewing Area Observation Deck Replacement.”** A **Mandatory Pre-Bid Meeting will be held on March 5, 2026, at 10am ET** at the Mossy Creek Viewing Area located at 901 W. Cherokee Dr. Jefferson City, TN 37760. Sealed bids should be labeled **“Mossy Creek Wildlife Viewing Area Observation Deck Replacement”** and 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. Sealed bids will be accepted until **2:00 p.m. ET, Tuesday, March 24, 2026**, at which time bids will be opened in the Finance Department conference room. Each bid must be accompanied by a Bid Security in the form of a Cashier’s Check or a Bidders Bond in the sum of no less than (10%) of the total amount of the bid. Bid bond shall be executed on AIA Document A310. Said bond will be returned to unsuccessful bidders as soon as contract has been awarded and successful bidder has executed the contract and furnished necessary bonds. The successful bidder will be required to execute a performance bond in an amount equal to (100%) of the contract sum and a payment bond covering and including labor and materials in an amount equal to (100%) of the contract sum. Labor and Material Payment Bonds shall be on AIA Form A312. All bidders must be licensed contractors as required by the contractors Licensing Act of 1976 (TCA §62-6-119). For additional information and full details of the bid please visit www.jeffersoncountyttn.gov/finance-department website. Jefferson County reserves the right to accept or reject any and all bids and to waive all irregularities in the receipt/handling of bids. The awarded bidder must be in good standing with the County of Jefferson.



The Jefferson County (JC) Purchasing Department invites qualified vendors to bid on **“Mossy Creek Wildlife Viewing Area Observation Deck Replacement”**. Sealed bids will be accepted until **March 24, 2026, at 2 p m ET** at which time they will be opened publicly at the Jefferson County Finance Department Conference Room located at 1244 Gay Street Dandridge, TN 37725. Late bids will neither be considered nor returned.

Mail Or Hand 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 contractor form (pg. 25) must be attached to the front of the envelope.

Section 1: General Terms and Conditions

1.0 General Information: The Mossy Creek Wildlife Viewing Area is a small wildlife preserve containing approximately 23 acres that adjoins the northern edge of Jefferson City. It contains a wetlands area with a slow-moving Mossy Creek that flows through it as well as a small grasslands area with brushy cover. This area offers visitors the opportunity to connect with nature and observe local wildlife. The area features various viewing spots for birdwatching and other wildlife sightings, alongside informative displays about the ecosystem.

1.0.1 Tenn Code Ann. 12-9-101,et.seq. authorizes governmental entitites in this State to enter into agreements to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accord with geographic, economic, population, and other factors influencing the needs and development of local communities.

1.0.2 Jefferson County and the City of Jefferson City have agreed in an interlocal agreement to the rehabilitation of the Mossy Creek Wildlife Viewing Area, a park located within the city limits of Jefferson City, TN.

1.0.3 Jefferson City has granted the County permission to to undertake improvements of said park. This interlocal agreement is advantageous to and serves the public and best interests of the citizens of the County.

1.1 Intent: The intent of this solicitation is to select the most qualified and competitive construction company(s) capable of removing, disposing, and building two (2) new observation decks with ADA compliant access ramps. Contractors must have knowledge of construction services listed herein and of all applicable Tennessee standards, laws, regulations, ADA-compliance, and always maintain a level of quality and professionalism.

1.1.1 Jefferson County intends to make a “Best Value Award”. Best Value means more than low bid. It includes the initial cost, service quality, experience, qualifications, and other evaluation criteria detailed herein.

1.2 Timeline (All Times are Eastern Standard Time):

ITB Issued:	February 19, 2026
Mandatory Pre-Bid	March 5, 2026 @ 10am
Last Day for Questions	March 6, 2026, by 12pm
Addendum Issued (if applicable)	March 10, 2026, by 5pm
Bid Opening	March 24, 2026 @ 2pm
Anticipated Start Date	No later than April 30, 2026

1.3 ADDITIONAL INFORMATION: Information about the Jefferson County Finance Department, ITB, and scope of work can be obtained on the Jefferson County website at www.jeffersoncountyttn.gov/finance-department. Questions may be directed to Julie Anglea, Purchasing Agent at 865-397-4922 or by email at janglea@jeffersoncountyttn.gov.

1.4 Required Bonds and Retainage: A **Bid bond** equal to 10% of the bid is required on all construction bids as described in T.C.A. 62-6-129.

1.4.1 A Payment bond equal to 100% of a construction contract is required on all contracts above \$100,000.00 as described in T.C.A 12-4-201.

1.4.2 A Performance bond equal to 100% of a contract is required on all construction contracts above \$100,000.00. The awarded vendor(s) must provide performance bond from Surety Company before signing a contract.

1.4.3 Certain Contractor License information must be placed on the outside of the bid envelope for construction projects. When the amount of the bid exceeds \$50,000.00 the name, license number, expiration date, and license classification of the contractors applying for the prime contract and for electrical, plumbing, heating, ventilation, and air condition contracts.

1.5 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Jefferson County for a period ninety (90) calendar days after the scheduled closing date of this ITB, unless otherwise indicated in their bid.

1.6 ALTERNATIVE BIDS: JC will not accept alternate bids (those not equal to specifications) unless authorized by Jefferson County and/or the Purchasing Agent.

1.7 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.

1.8 Copies: JC requires that submitted bids include two (2) identical copies one marked original and one marked copy.

1.9 Incurred Costs: JC will not be responsible for any costs incurred in the preparation, submission, nor to procure or contract for services.

1.10 Taxes: JC purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.11 ADDITIONS AND DELETIONS: JC reserves the right to add goods and/or services to this term bid or delete goods and/or services that JC deems necessary. Any additions/deletions must be approved in writing by Jefferson County Finance Department prior to any changes in service.

1.12 BID DELIVERY: JC requires all ITB's to be submitted in sealed envelopes, addressed to the Jefferson County Finance Department and plainly marked with "Mossy Creek Wildlife Viewing Area Observation Deck Replacement" by time of the ITB opening. ITB must be mailed or hand delivered. No ITB's will be accepted by fax or email. ITB will be opened at the specified time, and all vendors and other persons shall be invited to be present. JC will not be responsible for any lost or misdirect mail sent by common carriers. JC will not be responsible for ITB's delivered to addresses other than the one listed at the top of this solicitation. Any ITB received after the time and date specified shall not be considered nor will it be returned. Any ITB not sealed and/or not properly labeled will not be accepted. Any ITB may be withdrawn prior to the scheduled time of opening of bids.

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

1.14 BID EVALUATION: In evaluating the bids, JC reserves the right to use any or all of the ideas 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(JC). All materials submitted become the property of Jefferson County.

1.15 Signing of Proposals: In order to be considered the ITB must be signed. By signing the ITB document, the vendor acknowledges and accepts the terms and conditions stated in the document.

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

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

1.18 Questions and Addendum: Vendors shall carefully examine the ITB and any addenda. Vendors are responsible for seeking clarification of any ambiguity, conflict, omission, or other errors in this ITB in writing. If the answer materially affects the ITB, the information will be incorporated into an addendum and provided to all bidders.

1.19 AWARD: Award will be given to the vendors whose ITB proposal is determined to be in the best interest of Jefferson County taking into consideration experience, qualifications, service quality, price, and other evaluation criteria listed in the ITB. Anticipated award of contract (if any) should be made within 45 days of the submission deadline. All vendors submitting ITBs shall be notified in writing by email of the final decision regarding construction services. JC 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 JC. JC reserves the right to not award this bid.

1.20 CONTRACT EXECUTION: The award of this bid will result in a Contract between JC and the successful vendor(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.

1.21 REJECTION OF BIDS: JC 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 JC 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 JC does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to JC for the

particular services proposed.

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

1.23 EVALUATION REVIEW: JC 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 vendor. This information may be appended to the ITB evaluation process results. Information on a service provider from reliable sources, and not within the service provider's ITB, may also be noted and made part of the evaluation file. JC shall have sole responsibility for determining a reliable source. JC reserves the right to conduct written and/or oral discussions/interviews after ITB 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 JC.

1.24 INTERPRETATION: No oral interpretation will be made to any vendor 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.

1.25 Restrictive or Ambiguous Specifications: It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) 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 **March 6, 2026, by 12pm ET.**

1.26 Anticipated Contract Term: This contract will begin once contract is signed and all required bonds and retainage have been received. The expected completion of project is no more than three (3) months from start of work. **Liquidated damages may accrue at \$500.00 per day if work is not completed in agreed upon timeframe and to Jefferson County's satisfaction.**

1.27 VENDOR DEFAULT: JC 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 the vendor default be due to a failure to perform or because of a request for a price increase, JC reserves the right to remove the vendor from the County's bidder list for twenty-four (24) months.

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

1.29 CLOSURES: During periods of closure due to unforeseen circumstances or inclement weather in Jefferson County or closures at the direction of the Jefferson County Mayor; the Jefferson County Finance Department will enact the following procedures in regard to solicitations, pre-bid meetings, and closures:

1.29.1 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.

1.29.2 Pre-bid meetings may be cancelled if closures occur. If a change is required due to unforeseen circumstances or inclement weather, an addendum will be issued for any changes and can be found on the county website. You may also contact the purchasing agent for any updates by email.

1.29.3 Other unforeseen circumstances shall be at the sole discretion of the Jefferson County Finance Director.

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

1.30 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 Vendor(s) have email capabilities.

1.31 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.

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

1.33 PRICING: The Vendor(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 or until June 30 (end of government fiscal year) whichever comes first. If the Vendor's price is increased after the initial year, JC must be given 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:

1.33.1 Continue with the existing prices.

1.33.2 Request a lower price increase.

1.33.3 Not accept the renewal offer.

Vendor(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 made in writing and the Vendor(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.

1.34 MOST FAVORABLE PRICING: Vendor(s) agrees to guarantee that JC 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 JC upon discovery, JC reserves the right to take any or all of the following actions:

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

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

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

1.36 Payment Draws: Vendors may request two (2) payment draws for this project. The first draw will be 30% and the final draw 70% when work is completed and approved by Jefferson County. Retainage will be returned after work has been completed and approved by Jefferson County and the final draw has been issued.

1.37 Proof of Financial and Business Capability: Vendors must, upon request, provide satisfactory evidence of the ability to furnish products or services in accordance with the terms and conditions of these specifications. JC will make the final determination as to the vendors' ability.

1.38 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. JC 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 JC.

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

1.40 SUBMIT QUESTIONS: Prospective bidders may submit questions concerning this solicitation until **March 6, 2026 @ 12pm ET**. Submit questions as noted in Section 1.2. No questions will be answered after this deadline. Questions must not exceed 15 questions per company. Only the first 15 questions will be answered if it exceeds the limit. An addendum will be issued with answers to questions by **March 10, 2026, by 5pmET**.

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

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

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

Section 2: 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 JC without the prior written approval of the JC.

2.2 APPROPRIATION: In the event no funds are appropriated by JC 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: Vendor 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 JC.

2.4 BOOKS AND RECORDS: Vendor 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 Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

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

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

2.7 COMPLIANCE WITH ALL LAWS: Vendor 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.

2.8 DEFAULT: If Vendor 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, JC may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. JC expressly retains all its rights and remedies provided by law in case of such breach, and no action by JC shall constitute a waiver of any such rights or remedies. In the event of termination for default, JC reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 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.

2.10 INCORPORATION: All specifications, drawings, technical information, Request for Qualifications or Proposals, 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.

2.11 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless JC, 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 Vendor, its sub vendors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its sub vendors, suppliers, agents or employees.

2.12 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.

2.13 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.

2.14 INDEPENDENT VENDOR: Vendor shall acknowledge that it and its employees serve as independent vendors and that JC shall not be responsible for any payment, insurance or incurred liability.

2.15 CRIMINAL HISTORY CHECK: Any and all contractors, sub-contractors, successful vendors, and vendor employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services for Jefferson County must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation.

2.16 NO BOYCOTT OF ISRAEL: Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 INSPECTION AND ACCEPTANCE: Warranty periods shall not commence until JC inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by JC. JC reserves the right to reject any or all items or services not in conformance with applicable specifications, and Vendor 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.

2.18 IRAN DIVESTMENT ACT: By submission of this ITB, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint ITB each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. 2.14

2.19 LIMITATIONS OF LIABILITY: In no event shall Jefferson County and JC be liable for any indirect, incidental, consequential, special, or exemplary damage, or lost profits, even if JC and JC have been advised of the possibility of such damages.

2.20 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT: Vendor 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 vendor 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. Vendor covenants comply with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Vendor covenants that it does not engage in any illegal employment practices. The vendor 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 the performance of its services. Vendor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of JC as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-vendor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.21 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) ITB (3) Award, (4) Special Terms and Conditions, (5) General Terms and Conditions, (6) Specifications.

Referenced Standards: if compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

2.22 REMEDIES: JC 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 fees.

2.23 RIGHT TO INSPECT: JC reserves the right to make periodic inspections of the means and methods of the service being performed or the goods that are supplied.

2.24 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.

2.25 TAX COMPLIANCE: Vendor 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.

2.26 TERMINATION: JC 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.

2.27 WARRANTY: Vendor warrants to JC and participating entities that all items delivered, and all services rendered shall conform to the specifications, ITB 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. Vendor extends to JC all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at the vendor's expense.

2.28 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 sub vendor under a contract to the prime vendor or higher tier sub vendor 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 vendor or sub vendor under JC contracts.

2.29 INSURANCE: A copy of COI is requested for proof of insurance. 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.

2.30 LIABILITY: All collected material/products shall become the liability of the Vendor immediately upon the Vendor's handling of collected products and continuing thereafter. The Vendor must agree to indemnify, defend and hold JC and JC 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.

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

Section 3: SCOPE OF SERVICES

3.1 Project Description: This project consists of the demolition, removal, and replacement of two existing observation decks. The existing decks will be fully removed and disposed of in accordance with applicable regulations. New open-style observation decks will be constructed in their place, including ADA-Compliant access ramps. The new decks will be constructed using composite decking materials and aluminum handrail systems.

3.2 General Scope: The contractor shall furnish all labor, materials, equipment, and services necessary to complete the work, including but not limited to the following:

- Demolition and removal of two existing observation decks.
- Proper disposal of all demolition debris
- Construction of two new open-style observation decks.
- Installation of handicapped-accessible ramps compliant with applicable ADA requirements.
- Installation of composite decking surfaces.
- Installation of aluminum handrail systems.
- All necessary structural framing, foundations, fasteners, and connectors.
- Site cleanup and restoration of disturbed areas.

3.3 Deck 1 Scope:

- Approximate deck dimensions: 16 feet wide x 24 feet long x 16 feet high
- Ramp dimensions: 6ft wide x 30ft long
- Deck to be constructed with composite decking materials
- Aluminum handrail system installed around the deck perimeter and along the ramp.
- Open-style deck design allowing visibility and drainage
- See Exhibit A

3.4 Deck 2 Scope:

- Approximate deck dimensions: 16ft wide x 16ft long x 12ft high
- Ramp dimensions: 6ft wide x 16ft long
- Deck to be constructed with composite decking materials
- Aluminum handrail system installed around the deck perimeter and along the ramp
- Open-style deck design allowing visibility and drainage
- See Exhibit B

3.5 Notice to Proceed: Once the notice to proceed is issued, the construction completion timeframe begins with the agreed upon completion date. A written request must be received 30 days prior to the expected completion date if unable to complete during given timeframe. At the discretion of JC an extension may be granted without penalty. If a written request is not received 30 days prior or JC does not grant an extension, liquidated damages will begin at \$500.00 per day until the work has been completed to JC's satisfaction.

Checklist

Please include the following with Bid Packet:

- 1 Construction Form- Outside Envelope (Page 25)
- 2 Vendor Form A
- 3 Base Bid Price Sheet Form B
- 4 Signed ITB
- 5 State and/or Business license
- 6 Insurance & Liability
- 7 Iran Divestment Act Form C
- 8 Title VI Compliance Form D
- 9 Non-Collusion Form E
- 10 Non-Discrimination, Non-Debarment, and Lobbying Form F
- 11 Drug Free Workplace Form G
- 12 Addendum Acknowledgement Form H (if applicable)
- 13 Include two (2) identical copies marked original and copy
- 14 Sealed ITB addressed and labeled correctly.
- 15 Deadline March 24, 2026, at 2pm ET

Pages one (1) through eighteen (18) Do Not need to be included in ITB packet



Vendor Information Sheet- Form A

Company Name:_____

Company Address:_____

Billing Address:_____

Contact Name:_____

Phone Number:_____

Email Address:_____

List of References (List at least 3 references)

Signature:_____ **Title:**_____ **Date:**_____

Print Name:_____ **Title:**_____

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. By signing and submitting this bid, the vendor acknowledges that they have read, understand, and agree to all aspects of the specifications and bid requirements as presented without reservation or alteration. This bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Tennessee. Prices are firm during this agreement term, unless agreed upon in writing by the County.

Price Sheet- Form B

In compliance with the request for bids by Jefferson County and subject to all job conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment, labor, materials, and work site clean-up as provided in the above-mentioned specifications and ITB.

Mossy Creek Wildlife Viewing Area	Observation Deck Replacement Deck 1:	Observation Deck Replacement Deck 2:
Anticipated Days to Complete		
Price Breakdown: Labor		
Price Breakdown: Materials		
Price Breakdown: Equipment Rentals (If applicable)		
Price Breakdown: Cleanup Charges		
Price Breakdown: Additional Charges		
Overall Total Price (including labor, materials, equipment, clean up, additional charges, etc):		

Grand Total Both Decks 1 & 2: _____

Bid reviewed, prepared and submitted by:

Company Name: _____ Date: _____

Signed: _____ Print Name: _____



Iran Divestment Act Affidavit- Form C

Iran Divestment Act Affidavit as per Tennessee Code Annotated, Title 12, and effective July 1, 2016: 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 12-12-106.

Authorized Signature: _____ Date: _____

Date Bid Submitted: _____

Title: _____

Company Name: _____

Address: _____

Phone Number: _____

Email Address: _____



Title VI Contract Assurance- Form D

It is the policy of Jefferson County Government not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring practices; or in admission to, access to, or operation of its programs services or activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Please print:

Vendor Name

Street Address

City

State

Zip Code

Phone Number

Email

I, _____, hereby agree to abide by

the Title VI Regulations. Signature

Date _____

For Title VI compliance, we ask for voluntary disclosure of the following information:

Ownership Type

(please check all that apply)

___ African American Owned Business
___ Women Minority Owned Business
___ Native American Owned Business
___ Hispanic Owned Business

___ Asian Owned Business
___ Disabled Owned Business
___ All Others



NON-COLLUSION AFFIDAVIT- Form E

_____, being first duly sworn, deposes and says that:

- 1) He/She is _____ of _____, the bidder that has submitted the attached proposal;
- 2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- 3) Such proposal is genuine and is not a collusive or sham proposal;
- 4) Neither the said bidder nor any of its officers, partners owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agree, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder firm or person to fix the price or prices in the attached proposal, or of any other bidder, or to fix any overhead, profit or cost element or the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County or any person interested in the proposed contract; and
- 5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

(Signature)_____.

(Title)_____

(Date)_____



THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED, & RETURNED IN YOUR BID.

NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT- Form F

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Jefferson County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

_____ African American Owned
_____ Caucasian Owned
_____ Native American Owned

_____ Asian Owned
_____ Hispanic Owned
_____ Woman Owned

_____ Other Owned

Signature Title

Date



THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED, & RETURNED IN YOUR BID.

Drug-Free Workplace Affidavit- Form G

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Jefferson County Government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My Commission Expires



Addendum Acknowledgement (If applicable) Form H

If applicable, please complete and return this with ITB response.

I the undersigned acknowledge the receipt of the following addenda to this solicitation.

Addendum #1- Date Received_____

Addendum #2- Date Received_____

Addendum #3- Date Received_____

Addendum #4- Date Received_____

Signature_____

Title_____

Vendor Name_____

Email_____

Phone Number_____

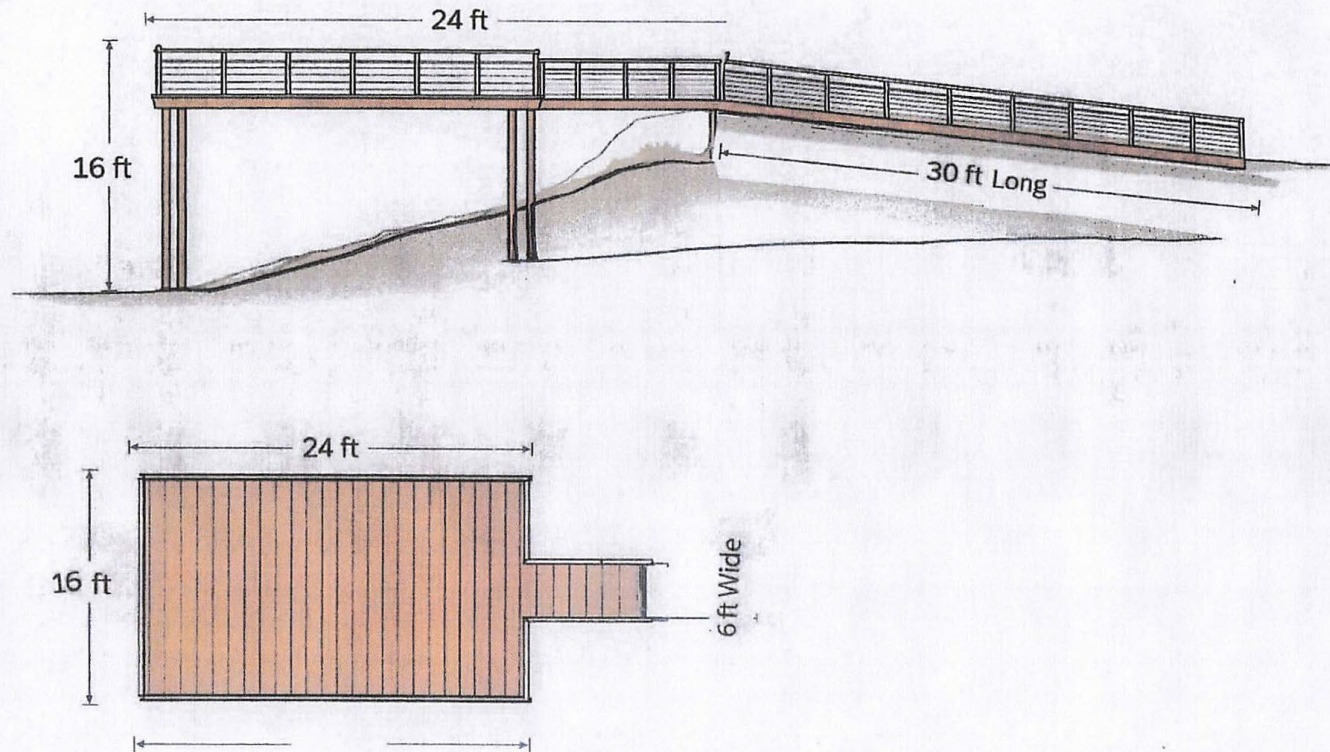
To:	JC Purchasing- Julie Anglea P.O. Box 1749/1244 Gay St. Dandridge, TN 37725	Project:	Mossy Creek Wildlife Viewing Area Observation Deck Replacement
Date:	March 24, 2026	Time:	2:00pm ET
Location:	1244 Gay St. Dandridge, TN 37725		

Name of Bidder:		Bidder's License Classification:	
License No.:		Expiration Date:	
		Monetary Limits:	

*If the Bid involves: Electrical, Plumbing, HVAC, Masonry, Roofing, or Geothermal Work, complete below section. If not enter "NONE" in the space provided under Section (A) for each work of service. *

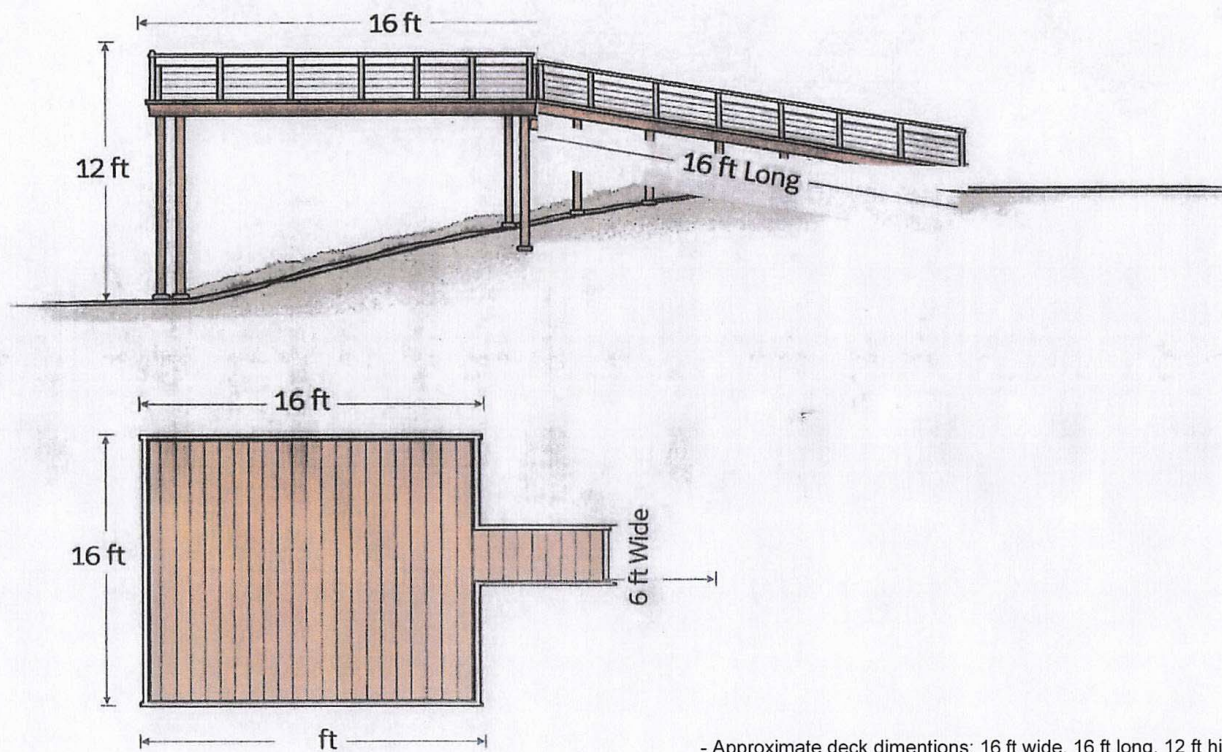
Electrical	Plumbing	HVAC	Masonry	Roofing	Geothermal
A. Name of Sub holding electrical license	Name of Sub holding plumbing license	Name of Sub holding HVAC license	Name of Sub holding Masonry license	Name of Sub holding Roofing license	Name of Sub holding Geothermal license
B. License No. of Contractor holding Electrical License	License No. of Contractor holding Plumbing License	License No. of Contractor holding HVAC License	License No. of Contractor holding Masonry License	License No. of Contractor holding Roofing License	License No. of Contractor holding Geothermal License
C. License Classification & Limits	License Classification & Limits	License Classification & Limits	License Classification & Limits	License Classification & Limits	License Classification & Limits
D. Expiration Date of Electrical License	Expiration Date of Plumbing License	Expiration Date of HVAC License	Expiration Date of Masonry License	Expiration Date of Roofing License	Expiration Date of Geothermal License

Exhibit A: Deck 1



- Approximate deck dimensions: 16 ft wide, 24 ft long, 16 ft high
- Approximate ramp dimensions: 6 ft wide, 30 ft long
- Deck and ramp to be constructed using composite decking materials
- Aluminum handrail system around the perimeter and both sides of ramp
- Open style design allowing visibility and drainage

Exhibit B: Deck 2



- Approximate deck dimensions: 16 ft wide, 16 ft long, 12 ft high
- Approximate ramp dimensions: 6 ft wide, 16 ft long
- Deck and ramp to be constructed using composite decking materials
- Aluminum handrail system around the perimeter and both sides of ramp
- Open style design allowing visibility and drainage