

## ATTACHMENT – “B”

### SECTION 1 - GENERAL TERMS AND CONDITIONS

- 1.1 **ALTERATIONS OR AMENDMENTS:** Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Union County without prior written approval.
- 1.2 **NO CONTACT POLICY:** After vendor receives a copy of this bid, any contact initiated by any vendor with any Union County representative, other than the Finance Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Union County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 1.3 **QUESTIONS:** Any questions concerning the bid document must be submitted to Vernon Weaver at vernon@rdwi.net no later than **Thursday, August 20, 2020**.
- 1.4 **BID STAMP:** The bid/time stamp in the Union County Finance office will be the time of record.
- 1.5 **TAXES:** Union County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.
- 1.6 **CONFLICT OF INTEREST:** If requested by the Director of Finance, vendors must complete and submit a “Conflict of Interest Affidavit Statement” prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.
- 1.7 **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.
- 1.8 **NON-DISCRIMINATION:** Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- 1.9 **SAME AS OR EQUIVALENT TO:** Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Union County’s responsibility. **The designated brands are for reference purpose only, not a statement of preference.** When an alternate manufacturer, brand, model or make is bid, Union County will determine if the item bid does meet or exceed the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as was requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.
- 1.10 **MULTIPLE BIDS/AWARDS:** Union County will consider multiple bids that meet specifications. Bid awards may include multiple approved vendors and the list of approved vendors may be added to or deleted from at anytime.
- 1.11 **STATE OF TENNESSEE CONTRACTORS’ LICENSE LAW (T.C.A. 62-6-119 b):** No bid will be opened or considered for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, unless the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor’s license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor’s license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor’s work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase “Contractor or Subcontractor’s Bid is Less than \$25,000” after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, “No Subcontractors are being used on this project.”

- 1.12 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Union County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. to be supplied, their conformity with specifications, their suitability to the requirements of Union County and the delivery terms. Any or all bids may be rejected for good cause.
- 1.13 **BID AWARDS:** Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications, their suitability to the requirements of Union County and the delivery terms. Union County also reserves the right to not award this bid.
- 1.14 **PROTEST:** Any vendor wishing to protest the bid award shall notify in writing the Union County Director of Finance, 300 Main Street, Maynardville TN 37807. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Director of Finance, in conjunction with the Finance Committee, and with the advice and counsel of the County Attorney, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Union County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: UNION COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

- 1.15 **DELIVERY:** Bid pricing is to include complete supply and delivery to Union County, Tennessee. Vendors are to state the delivery time in the bid. Union County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in their bid, reference Terms & Conditions section 2.4.
- 1.16 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon the request of Union County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Union County will make the final determination as to the bidder's ability.
- 1.17 **VENDOR'S DEFAULT:** Union 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.
- 1.18 **DUPLICATE COPIES:** Union County requires that all vendors submit one original and one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.
- 1.19 **DRUG-FREE WORKPLACE:** Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.
- 1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Finance Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Director of Finance must receive questions regarding the specifications or bid procedures not less than seventy-two (72) hours prior to the time set for the bid opening.
- 1.22 **TERMINATION:** Union County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

- 1.23 **OSHA SAFETY:** The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.
- 1.24 **PERFORMANCE BOND:** A standard surety or performance bond or an irrevocable letter of credit in favor of Union County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.
- 1.25 **BACKGROUND CHECKS:** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
- 1.26 **AWARD RESULTS:** As soon as practicable after proposal or bid evaluations, Union County shall post the award decision to its web page: <http://www.unioncountyttn.com/>. Individual notices are normally not mailed or e-mailed except to the successful vendor.
- 1.27 **PRICE INCREASE/DELIVERY CHARGES:** Request for price or delivery charge increases must be received in writing 30-days prior to implementation. The Union County Director of Finance will review requests and make a determination to continue or cancel services.
- 1.28 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Union County and, 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.
- 1.29 **DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.
- 1.30 **WAIVING OF INFORMALITIES:** Union County reserves the right to waive minor informalities or technicalities when it is in the best interest of Union County.
- 1.31 **APPROPRIATION:** In the event no funds are appropriated by Union 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.
- 1.32 **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 Union County.
- 1.33 **QUANTITIES:** Union County does not guarantee quantities to be purchased off this bid.
- 1.34 **UNIT PRICE:** Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the pricing page for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- 1.35 **MODIFICATION OR WITHDRAWAL OF BIDS** When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Finance Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids should be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid: Either the entire bid or a particular item may be withdrawn or modified in this manner.
- 1.36 **PRE-BID CONFERENCES** – Attendance at Pre-bid Conference is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative **MUST** be in attendance and sign the Pre-bid sign-in sheet in order to be awarded the bid.

**1.37 ADDENDUM** -Union County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website <http://www.unioncountyttn.com/> up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

END OF SECTION 00 11 16

## SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

### PART 1 - GENERAL

#### 1.1 DEFINITIONS:

- A. Definitions set forth in the Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, AIA Document A105-2017, are applicable to these Instructions to Bidders.
- B. Bidding Documents include the Bidding Requirements and the proposed Contract Documents including Addenda issued prior to receipt of bids.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- D. Other Contracts are subject to the Provisions of the Contract, General Provision Conditions and General Requirements where applicable.

#### 1.2 OBTAINING BID DOCUMENTS

Bidders must be licensed by the State of Tennessee for Building Construction in the categories of Roofing (BC-21) and Sheet Metal (BC-20) or Building Construction (BC). Each qualified Contractor must obtain a complete set of Bid Documents for bidding purposes from the Roofing Consultant upon the deposit of a check made payable to Roof Design Works, Inc. in the amount indicated in the Invitation to Bid. The full amount of this deposit will be returned to each unsuccessful Contractor, submitting a bona fide bid upon the return of all documents, including Addenda, in usable condition within fourteen (14) days after opening of bids. The successful bidder will forfeit the plan deposit.

- A. Subcontractors, vendors or others desiring to obtain Drawings and Specifications may do so by paying the actual cost of reproduction, plus postage if any; this may be arranged directly with the professional printer entrusted with the original Drawings and Specifications during the bidding process.

#### 1.3 SUBMISSION OF BIDS

- A. All bids must be prepared on the forms provided by the Roof Consultant and submitted in accordance with the Instructions to Bidders. Bids with bid security shall be enclosed in a sealed opaque envelope, which shall be plainly marked on the outside with the following:
  - 1. "Proposal for the construction of the (NAME AND ADDRESS OF PROJECT AS SHOWN ON TITLE PAGE).
  - 2. Statements that bidder has complied with the Instructions to Bidders and has fully completed all bid forms without any qualifying statements or modifications.
  - 3. T.C.A 62-6-103 Name of bidder, TN State contractor's license number, license limits, expiration date, and applicable classifications for Bidder and listed subcontractors, as defined by TN State licensing law.
  - 4. Name of mechanical and electrical sub-contractors, license numbers, and expiration date of licenses.
- B. A bid shall be invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the advertisement or invitation to bid, or prior to any extension thereof issued to the Bidders.

- C. Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw or cancel his bid or any part thereof for the time designated in the Bid Form.
- D. Seven days prior to the receipt of bids, Addenda will be mailed or delivered to each person or firm recorded by the Roofing Consultant as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the selected Bidder.
- E. Each bid shall be accompanied by a bid guarantee for the sum designated in the Invitation to Bidders. Bid Bonds shall be executed on standard Bid Bond forms, AIA Document A310, and shall be secured through a Surety licensed to operate in the State of Tennessee.
- F. Documents shall remain bound and not, for any reason, be unbound.
- G. No electronic bid or electronic modification of bid will be considered.

#### 1.4 EXAMINATION OF BIDDING DOCUMENTS

- A. Each Bidder shall examine the bidding documents carefully and, not later than eight days prior to the date for receipt of bids, shall make written request to the Roofing Consultant for the true meaning of any part of the Contract Documents, or for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Roof Consultant. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

#### 1.5 PRE-BID CONFERENCE

- A. A pre-bid conference may be scheduled prior to the bid date at a time and place to be announced by the Roofing Consultant. Three representatives of each prime bidder may attend.
- B. Questions as to the intent of the drawings and specifications may be entertained but proposed product substitutions may not. Discrepancies in the drawings or specifications should be brought to the attention of the Roof Consultant as soon as discovered.

#### 1.6 SUBSTITUTES

- A. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
- B. Bidder shall submit in writing any significant reservations he may have to the proposed use of any specified products prior to the opening of bids.

#### 1.7 QUALIFICATION OF BIDDERS

- A. If required, a bidder shall submit to Roof Consultant a properly executed Contractors Qualification Statement, AIA Document A305.
- B. The Contractor affirms by submission of a Bid that the Company is certified (at time of bid opening) as an authorized Contractor for installation of a fully warrantied roof system with the manufacturer's named on the Bid Form.

#### 1.8 BIDDER'S REPRESENTATION

- A. Each bidder by making his bid represents that he has read and understands the bidding documents.

- B. Before submitting a bid, each bidder shall visit the site and fully inform himself as to all existing conditions and limitations under which the Work is to be performed. Each bidder shall then include in his bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Contract Documents. After bidding no concessions will be made to any bidder who fails to examine the project site. The submission of a bid will be construed as conclusive evidence that the bidder is aware of existing conditions.

#### 1.9 WITHDRAWAL OF BIDS

- A. Any bidder may withdraw his bid, either personally or by written request, at any time prior to scheduled time for opening bids. No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening thereof, and all bids shall be subject to acceptance by the Owner during this period.

#### 1.10 REJECTION OF BIDS

- A. The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received, and to award a Contract or contracts to other than the low bidder.
- B. Counterproposals or qualified bids shall be subject to rejection at the discretion of the Owner.
- C. Bidder recognizes the right of the Owner to reject a bid if bidder failed to furnish required bid security, to submit the data required by the bidding documents, or to complete bid in any way.

#### 1.11 SUBMISSION OF POST-BID INFORMATION

- A. Upon request by the Roof Consultant, the selected bidder shall within ten days thereafter submit the following:
  1. A statement of costs for each major item of work included in the bid.
  2. A designation of the work to be performed by the bidder with his own forces.
  3. A list of names of Subcontractors, other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the work. The bidder will be required to establish to the satisfaction of the Roof Consultant and the Owner the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. Subcontractors and other persons and organizations proposed by the bidder and accepted by the Owner and the Roof Consultant must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Roof Consultant.

#### 1.12 CONTRACT FORM

- A. The Contract between Owner and Contractor will be written on Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, AIA Document A107-2007, as issued by The American Institute of Architects.

#### 1.13 CONTRACT BOND

- A. The successful bidder will be required to execute the AIA Document A312-2010, Performance Bond and Payment Bond. The amount of the bond shall equal 100% of the bid.
  1. Power of Attorney shall accompany bonds signed by Attorney-In-Fact.
  2. Company writing bond shall be licensed to transact business in the State of Tennessee.
  3. Agent signing bond shall be a resident of the State of Tennessee.

1.14 BACKGROUND CHECKS

- A. The successful bidder will be required to comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.15 TIME FOR COMPLETION

- A. The time for completion is shown on the Bid Form. Refer to Article 15.4 of the General Provisions of the Contract for governing liquidated damages.

1.16 PROOF OF COMPETENCY

- A. Any bidder may be required to furnish evidence satisfactory to the Owner that he and his proposed Subcontractors have sufficient resources and experience to accomplish the Work of the Project in a satisfactory manner.

1.17 EQUAL OPPORTUNITY

- A. Bidders should be aware of the requirements of Section 00 45 36 Nondiscrimination in Employment and Equal Opportunity.

1.18 CODES AND REGULATIONS

- A. Comply with applicable and current local, state and national codes and regulations including but not limited to the following:
1. 2012 International Building Code as adopted by City of Maynardville, Tennessee.
  2. 2009 International Energy Conservation Code.
  3. 2012 International Mechanical Code.
  4. Standard Building Codes, where not replaced by IBC.
  5. NFPA Codes.
  6. National Electric Code.
  7. National Board of Fire Underwriter's Code.
  8. Occupational Safety and Health (OSHA).
  9. Americans with Disabilities Act (ADA).

END OF SECTION 00 21 13