

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
423-498-7030
July 7, 2020

Re-Bid File 20-68

INVITATION TO BID

Contract for Annual Fire Equip Inspection Services

Sealed envelopes containing bids must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. Bidder must submit original bid and one (1) copy in one sealed envelope. Please mark each as "original" and/or "copy". In the lower left corner of the envelope, print your company name, Bid File Number and the time and date of opening. All bids will be opened publicly. Bid documents may be secured from the Purchasing Department at the above address and on our website at www.hcde.org via vendor registry.

Bid must be received in the Purchasing Department prior to the designated time for bid opening. Bids received after the designated time of opening will be considered late and will not be accepted. Bid opening date: July 28, 2020 @ 11:00 am.

BIDDER _____
Company Name

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
July 7, 2020
INVITATION FOR BIDS

Sealed bids will be received addressed to the Attention of: Denise Ellison, Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, until 11:00 am EST, on July 28, 2020 at which time they will be opened and read publicly.

SECTION I GENERAL TERMS AND CONDITIONS

Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the terms quote, bid or proposal are also used interchangeably and refer to the submission in response to any solicitation. Hamilton County Schools, will be referenced as "HCS".

1. **Quality and Guarantee** - All material on which bids are submitted shall be of the quality and grade specified. Each bid must be accompanied with complete descriptions, catalog cuts, or other illustrations of each item upon which a bid is made. The names of manufacturers and stock numbers shall be clearly indicated. Approximate delivery dates are to be given for each item. Any item bid which does not completely meet stated specifications must be listed as an alternate.
2. **Requirements for Submitting Bids** – Bids made on forms other than the Proposal Form will not be considered. No modifications or alterations to the bid documents may be made either by interlineation, supplements or deletions. Documents submitted with modifications of any kind will be ruled non-responsive and the vendor possibly removed or suspended from the bid vendor listing for a period of up to two (2) years. The signature of the person submitting the proposal shall be in longhand without erasure. Bidders must provide one (1) original and one (1) copy in one sealed envelope.
3. **Exceptions**: Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document.
4. **Bid amendment**: If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
5. **Bid delivery**: HCS requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Procurement Department shall be the official record of the time. HCS is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.

6. **Bid forms:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

7. **Bid preparation:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with HCS, if any.
8. **Bid pricing:** Any bid, and its associated pricing, shall remain valid for at least ninety (90) days after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
9. **Bid submission and transmission:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of HCS. Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

10. **Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples to be submitted by the bidder upon request.
11. **Negotiation** – Hamilton County Department of Education may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Proposal shall contain the Proposer's best terms from a cost or price, experience and technical, and a service standpoint. Hamilton County Department of Education reserves the right to enter into negotiations with Proposers. If Hamilton County Department of Education and the selected Proposer cannot negotiate a successful agreement, Hamilton County Department of Education may terminate said negotiations and begin negotiations with the other Proposers. Hamilton County Department of Education retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Hamilton County Department of Education arising from such negotiations.
12. **Clarification of Bid Document** - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.

13. **Awarding of Contracts** - Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of HCS. HCS reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
14. **Tax Exemption** - Sales and excise taxes do not apply to the equipment purchased by a board of education. These taxes should not be included when submitting bid prices on the attached Proposal Form. The necessary exemption certificate properly executed is to be provided by the successful bidder for signature by a representative of the Owner.
15. **Meeting Specifications** - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise which meets or exceeds the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.
16. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-contractors have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).

In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense - or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

17. **Drug-Free Workplace Program**- Note: Required for construction services, encouraged for others. Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Other organizations are encouraged to ensure that their workplace is Drug-Free
18. **Title VI of the Civil Rights Act of 1964** - No person shall, on the grounds 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.

19. **Title IX of the Education Amendments of 1972** - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.
20. **Proposal Acceptance**- Bidders shall hold their price and/or discount firm and subject to acceptance by HCS for a period of ninety (90) days from the date of the bid opening, unless otherwise indicated in their bid.
21. **Qualifications of Bidders**- A bidder may be required, before the award, to show to the complete satisfaction of HCS that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified.
22. **Restrictive or Ambiguous Specifications**- It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or request for proposal (RFP) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Procurement Department not less than seventy-two hours prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
23. **Samples**: Samples of articles, when required, shall be furnished free of cost of any sort to HCS and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at bidder expense.
24. **Tn Department Of Revenue Requirements**: Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. HCS shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
25. **No Contact Policy**- After the date and time established for receipt of bids by the HCS Procurement Department, any contact initiated by any bidder with any HCS representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
26. **TN Cooperative Purchasing**: also known as piggybacking, HCDE reserves the right to extend the terms, conditions and prices of this contract to other institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or proposals. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that HCDE shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

1. **ACCEPTANCE**: All terms and conditions in this contract are deemed to be accepted by the vendor and incorporated in the bid, except the provision(s) which are expressly excluded by the specifications.
2. **ADDITIONAL INFORMATION**: Vendors are cautioned that any statement made by any individual or employee of HCS that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS**: No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.
4. **ASSIGNMENT**: Contractors 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 consent of HCS.
5. **BRAND NAMES**: Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
6. **CODE OF ETHICS**: All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
7. **COMPLIANCE WITH ALL LAWS**: Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
8. **DECLARATIVE STATEMENT**: Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.

9. **DEFAULT:** In case of default by the vendor, HCS may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to HCS. Prices paid by HCS shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Procurement Director.
10. **DELIVERIES:** Must be accompanied by Delivery Tickets or Packing Slips. These shall contain the following information for each item delivered: Purchase Order Number; Item Number; Name of Article; Quantity; and Supplier.
11. **DELIVERY OF GOODS AND SERVICES** - It is understood and agreed that this bid shall constitute an offer which, when approved by the School Board and accepted in writing by the Purchasing Department, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of bidders for at least six (6) months.
12. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by HCS. *Note: Time of delivery may be a consideration in the award.*
13. **DISCOUNTS FOR PROMPT PAYMENT:** Vendors may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of Net 15. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or proposals. If earned, HCS will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the successful bidder within the stipulated time frame.
14. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
15. **GRANT FUNDED PURCHASES:** For purchases that are grant funded, the Grant Agreement may contain/require special terms and conditions. If there is a conflict between the terms and conditions of the Grant Agreement and the General Terms and Conditions of the Bid or RFP, the Grant Agreement Terms and Conditions shall prevail.

16. **INDEMNIFICATIONS/HOLD HARMLESS**: The vendor shall hold HCS, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against HCS or himself because of the unauthorized use of such articles.
17. **INVOICES**: Will be returned for correction unless they contain the following information: Purchase Order Number; Item Numbers; Description of Item; Quantity; Unit Price; Extensions; and Total.
18. **NEW EQUIPMENT**: The vendor shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
19. **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 federal law.
20. **NON-CONFLICT STATEMENT**: Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of HCS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.
21. **NON-DISCRIMINATION STATEMENT**: Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status 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. Supplier 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. Suppliers 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. Supplier covenants that it does not engage in any illegal employment practices.

22. **PAYMENT METHOD**- HCS utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from HCS Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.

The second method is the use of the HCS Credit Card (MASTERCARD). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the HCS Credit Card (MASTERCARD) as a form of payment. Bidders are prohibited to charge HCS any type of merchant fee from their financial institution to accept this type of payment.

23. **PAYMENT TERMS**: HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.

24. **PUBLIC ACCESS TO PROCUREMENT INFORMATION**: Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed. All public records pertaining to procurement shall be open for inspection during normal business hours as scheduled in advance with the Procurement Department.

25. **PROTEST OF AWARD**: Any vendor who has submitted a timely bid or proposal in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to HCS's Director of Procurement. Any protest must be submitted in writing and be in the possession of the Procurement Department before noon (ET) of the 2nd working day following the public recommendation of contract award.

FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.

26. **SAFETY DATA SHEETS**: After award, the successful bidder(s) will be required to provide HCS with a master set of Safety Data Sheets for any applicable products.

27. **TAXES**: HCS is a tax-exempt organization. Sales, use or federal excise taxes should not be included in your bid.

28. **TERMINATION FOR CAUSE**: In the event of any breach of contract by the successful service provider(s), HCS may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then HCS shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to HCS, either at law or in equity.

29. **TERMINATION FOR CONVENIENCE**: Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60)

days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.

30. **TERMINATION DUE TO NON-APPROPRIATION:** HCS shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of HCS's future fiscal years unless and until HCS appropriates funds for this Contract in HCS's Budget for each such future fiscal year.
31. **TERMS AND CONDITIONS:** In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
32. **WARRANTIES:** Vendor warrants to HCS 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. Vendor extends to HCS all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the HCS. Return of merchandise not meeting warranties shall be at Vendors expense.
33. **WAIVING OF INFORMALITIES:** HCS reserves the right to waive minor informalities or technicalities when it is in the best interest of HCS.

HCS DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/proposal and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972
4. that to the best of its knowledge and belief that each proposer/bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
5. the Drug Free Workplace statement;
6. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

Signed _____ Dated _____

Print Name _____ Email _____

Company _____ Telephone No. _____

Address _____ Fax No. _____

City _____ State _____ Zip _____

**AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with bid by vendor/contractor with 5 or more employees)

I, _____, president or other principal
Officer of _____, swear or affirm that the
(Name of Company)

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with the Tennessee Code Annotated, § 50-9-113.

President of Principal Officer

For: _____
Name of Company

**STATE OF TENNESSEE }
COUNTY OF }**

Subscribed and sworn before me by _____,
President or principal officer of _____,
on this _____ day of _____, 20 _____.

NOTARY PUBLIC

My Commission Expires: _____

Instructions for Non-Collusion Affidavit

- (1) This non-collusion affidavit is material to any contract awarded pursuant to this bid.
- (2) This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (3) Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (4) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- (5) The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- (6) The Non-Collusion Affidavit must be submitted with the contractor's bid for the proposed project. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**Non-Collusion Affidavit
(Attachment A)**

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, officers, directors and
(Name of my Firm)
employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of my Firm)
above representation are material and important and will be relied on by Hamilton County Department of Education in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Hamilton County Department of Education of the true facts relating to submission of bids for this contract.

(Signature and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20 _____

NOTARY PUBLIC
My Commission Expires:

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Company Name

HAMILTON COUNTY DEPARTMENT OF EDUCATION
Chattanooga, Tennessee 37421
July 7, 2020
PROPOSAL FORM

Section III Contract for Annual Fire Equip Inspection Services

Contract Period Effective: July 1, 2020 – June 30, 2022 with One-Year Extension to Be:
July 1, 2022 – June 30, 2023

1. Vendor Name _____

Vendor Address _____

2. City _____ State _____ Zip _____

3. Telephone Number _____ Fax Number _____

4. Contact Person _____

5. Contact Person's email address _____

6. 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.

Authorizing Signature _____

(Sign in blue ink)

7. Vendor's Hamilton County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*

8. I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

10. May other Government Agencies in Tennessee purchase these products/services at the same prices of this bid? Yes _____ No _____

11. Will you accept E-commerce payments? Yes _____ No _____

12. Guaranteed delivery time in number of business days after receiving a Purchase Order _____

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Bid prices shall remain firm for the entire life of the contract, including extension.

Bid to be awarded on an ALL-OR-NONE basis.

Successful vendor must carry sufficient comprehensive and liability insurance for physical damage and injury and accident to its employees, agents, or contractors. The term sufficient shall mean that the Board of Education shall suffer no loss for any claim against vendor, whether filed by the Board or any other individual (s) organization or entity. Successful vendor must provide workman's compensation insurance required by applicable laws of the State of Tennessee (Statutory limits). All insurance policies shall name the Hamilton County Department of Education as additional insured. Proof of insurance must be provided prior to contract execution.

ALL BIDDERS MUST SHOW COMPANY NAME, TENNESSEE CONTRACTOR'S LICENSE NUMBER, EXPIRATION DATE, LICENSE CLASSIFICATION, AND ADDRESS ON THE OUTSIDE OF THE SEALED BID ENVELOPE.

IN ACCORDANCE WITH TCA 62-6-119(B) AS APPLICABLE, THE NAME, "LICENSE NUMBER, EXPIRATION DATE THEREOF AND CLASSIFICATION OF SUBCONTRACTORS APPLYING TO THE BID FOR ELECTRICAL, PLUMBING OR HEATING VENTILATION OR AIR CONDITIONING, (SHALL) APPEAR ON THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID; OTHERWISE, THE BID SHALL NOT BE OPENED OR CONSIDERED."

PERFORMANCE AND PAYMENT BOND REQUIRED ON ALL PROJECTS OF \$100,000.00 OR MORE. BOND AMOUNTS SHALL EQUAL 100% OF PROJECT COST.

**Contract for Annual Inspection of
Wet and Dry Sprinkler Systems, Backflow Devices and Floor Valves Systems**

1. Purpose and Scope

Hamilton County Department of Education, located in Chattanooga, Tennessee, requests bids to provide comprehensive inspection, maintenance and service of the Wet and Dry sprinkler system, Backflow devices, and Floor valves system for all Hamilton County Department of Education buildings. This information package has been prepared to assist you in preparing your response to the bid issued by the Hamilton County Department of Education and the Safety/Compliance Office.

2. Special Terms and Conditions

1. All bids must be in writing. Non-responsive bids may not be considered. The signer of the bid must declare that the bid is, in all aspects, fair and in good faith without collusion or fraud and that the signer of the bid has the valid authority to bind the principle bid for 90 days.
2. Hamilton County Department of Education reserves the right to request clarification of submitted information from one or more service providers.
3. Hamilton County Department of Education reserves the right to waive any informality in any bid, to reject any and/or all bids in whole or in part, with or without cause, and/or to accept the bid in whole or in part, that the Hamilton County Department of Education's best judgment will be in the best interest of Hamilton County's students and its citizens.
4. Hamilton County Department of Education reserves the right to award the contract to the next qualified firm if the selected firm does not execute a contract within 30 days after the award of the bid.
5. All inspection work on the Sprinkler, Backflow, and Floor Valves systems should be coordinated with the Electrical/Mechanical Office at least two days prior to on-site inspections, work, or servicing of equipment.
6. Billing for the services provided should be on a monthly basis and itemized by parts, labor and location.
7. Service may be discontinued by either party upon providing a 60-day written notice of cancellation to the other part.

8. The list of locations in this bid may be added to and/or a building listed deleted depending on the changing business needs of Hamilton County Department of Education.
9. This will be an open-end contract, with no specified annual minimum or maximum, and fees will be based on unit costs for specified items.
10. This contract may be subject to review on an annual basis although the contract may be terminated at any time by the Hamilton County Department of Education due to non-performance by the successful bidder.

3. General

This bid is for annual inspections of Wet and Dry Sprinklers, Backflow Devices, and Floor Valves. The vendor will inspect the equipment for design, installation, maintenance and operation in accordance with the manufacturers' recommendations, the National Fire Protection Association (NFPA) standards, and the Standard Building Code (SBC) requirements.

4. Qualifications of Bidder

Hamilton County Department of Education desires to select a firm for this service that has experience in maintenance and service Dry and Wet Sprinklers, Backflow Devices, and Floor Valves systems. Each respondent shall provide Hamilton County Department of Education with a history of their experience in servicing similar equipment related to their bid, preferably for client buildings of similar size and use.

It is required that the vendor and service personnel be certified by State of Tennessee and experienced in the inspection, testing, and maintenance of Dry and Wet Sprinklers, Backflow Devices, and Floor Valves systems.

It is required that the vendor provide proof of liability insurance with coverage of a minimum of \$2,000,000.00 General Liability and be able, if requested, to add Hamilton County Department of Education as an additional insured.

List five (5) references with contact names and phone numbers that utilize similar types of fire protection systems that should be serviced and maintained under this proposal.

5. Scope of Work

Replacement of failed or failing equipment found during inspection and/or testing will require prior notification to and approval of the Electrical/Mechanical Office. Provide cost, schedule, and description of failure.

Provide a complete written report of inspection to the Electrical/Mechanical Office, explaining any deficiencies and recommending corrective action to be taken for the system according to recognized care and maintenance standards.

Fire alarm and detection systems associated with Sprinkler systems should be checked to insure they are connected with the building fire alarm and operational. All work shall be performed in compliance with NFPA 72, National Fire Alarm Code, and the recommendations of the equipment manufacturer.

The time, date and building access required for testing and maintenance work will be coordinated with the building representative at least two days in advance. Performance or work shall be conducted in a manner to minimize impact on students, employees, and building operations.

6. Background

There are 37 buildings within the Hamilton County Department of Education that have a Sprinkler System Installed. There are approximately 84 Wet systems, 10 Dry systems, and 1 Halo in the 37 different Hamilton County Department of Education facilities. All Sprinkler Systems have approximately 2 Backflow devices on main line entering each building. Contact the Electrical/Mechanical Office if there are questions about specific schools or the type systems within a specific school.

7. Owner's Address/Contact

Hamilton County Department of Education
Stacey Swafford
Electrical/Mechanical Office
2501 Dodds Avenue
Chattanooga, TN 37407
Office 423-498-7255

UNIT PRICE

- 8. Wet Sprinkler System Unit Pricing** _____
- 9. Dry Sprinkler System Unit Pricing** _____
- 10. Backflow Device Unit Pricing** _____
- 11. Floor Devices Unit Pricing** _____

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
PURCHASING DEPARTMENT
SPECIFICATION FOR
ANNUAL WET AND DRY SPRINKLER SYSTEMS, BACKFLOW DEVICES, AND
FLOOR VALVES SYSTEM INSPECTION
UNIT COST BIDS**

The Asbestos Management Plan for each school must be consulted prior to any work being done.

The labor rates shall be determined by using the prevailing negotiated wage for each craft, plus the employer's portion of Social Security and the Unemployment Tax, plus Workman's Compensation Insurance. The contractor will submit the rates with documentation and maintain the wage structure current by notifying the Department of Education as changes occur. This total rate will be used for billing plus a maximum of ten-percent (10%) for overhead and a maximum of ten (10%) for profit.

When the contractor furnishes materials, it will be billed at actual cost plus a maximum of ten percent (10%) for overhead and a maximum of ten percent (10%) for profit.

Either party, upon thirty-day's (60) written notice, may cancel this agreement.

Contractor agrees to provide personnel who are highly skilled in their craft and to provide experienced supervision as well as planning as a condition of this contract.

Labor cost, including employer's portion of Social Security and Unemployment Tax, plus Workman's Compensation Insurance, is as follows:

Journeyman Rate	\$_____per hour
Helper Rate	\$_____per hour
Overhead Percentage	_____%
Profit Percentage	_____%

BID ADDENDUM

As a condition for bidding on labor and materials contracts, all bidders understand and agree that federal funds may be used to finance such projects. Consequently, all bidders must comply with all labor standards of the Davis-Bacon Act as set forth in 40 U.S.C. § 3142, which provides as follows:

- (1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;
- (2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and
- (3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

Furthermore, all bidders are directed to acquaint themselves with respect to Davis-Bacon wage decisions as required by the United States Department of Labor.

ADDENDUM TO AGREEMENT

This addendum shall be considered part of and incorporated into the Agreement between the Hamilton County Department of Education, hereinafter referred to as, "Department", and _____ Company (Company) dated _____. Notwithstanding any other language to the contrary in the Agreement,

the following terms shall be controlling:

- 2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee.
- 3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

Superintendent
Hamilton County Department of Education

Authorized Representative

Company

Date

Date



Vendor Information Form

Please complete all of the following information, where applicable:

Tax ID # (FEIN or SSN): _____

Organization Type: () Corporation () Individual/Sole Proprietor () Non Profit*
 () LLC () Partnership/Limited Partnership

Tax Exempt

Name of Company/Firm (as shown on Federal Tax return): _____

Alternate name, if applicable (doing business as): _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Contact person: _____ Business Ph#: (____)____ - _____

Fax #: (____)____ - _____ E-mail address (for E-notifications): _____

Company / Firm's website address: _____

Payment address (if different from address above): _____

City: _____ State: _____ Zip+4: _____ - _____

Accept Purchasing Card (i.e. VISA): () Yes or () No Fee for using Purchasing Card? _____

Business E-mail address (for e-notifications): _____

Banking Info: Account #: _____

Routing and transit # (Via ACH): _____

Are you currently employed by HCDE? () Yes or () No

Requestor/Vendor's Signature: _____ Date requested/sent: _____

For Accounting Use Only:

____ New Vendor (A completed and signed W-9 form from the vendor (Required))

____ Vendor Change (Provide changes below, where applicable)

Vendor #: _____ Date received by Purchasing: _____

Authorized Signature: _____ Date completed: _____

www.hcde.org | 423.498.7030 | Email: doe_purchasing@hcde.org | 3074 Hickory Valley Rd., Chattanooga, TN 37421

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.