

Anderson County Government

INVITATION TO BID (Formal)

Hazel Gibson, Interim Purchasing Agent
100 North Main Street, Suite 214
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

purchasing@andersontn.org
<http://andersontn.org/purchasing>

BID No.: 4673

Date Issued: March 29, 2016

**Bids will be received until
11:30 a.m. Eastern Time on April 19, 2016**

Sealed bids are subject to the ***General Terms and Conditions*** of this bid, and any other data attached or incorporated by reference. Bids will be received in the office of the Anderson County Purchasing Agent until the date and time specified above, and at that time publicly opened and read aloud.

THE ANDERSON COUNTY PURCHASING AGENT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Hazel Gibson, Interim Anderson County Purchasing Agent

BID DESCRIPTION

Fire Extinguisher Maintenance & Service – Anderson County Schools & Anderson County Government

For the period of July 1, 2016 – June 30, 2017

It is Anderson County's intent to award a three (3) year contract.

All vendors must submit one original and three exact copies of their bid, including brochures.

Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.

Bid #4673
Fire Extinguisher Maintenance & Service
Specifications

A. INTENT OF SPECIFICATIONS

The contractor shall provide full portable fire extinguisher maintenance services for the type extinguishers identified in Exhibits A and for all buildings listed in Exhibit B.

B. FIRE EXTINGUISHER MAINTENANCE AND SERVICE

Regular service shall be made available to the County between the hours of 8:00 AM to 4:30 PM, Monday through Friday, excluding County holidays. Exceptions will be inspections and/or testing that is performed after business hours (See paragraph 1.4). All work requested outside of these times shall be considered AFTER HOURS; WEEKENDS AND HOLIDAY hours shall be defined as Saturday and Sunday and County holidays (all hours). Service must be available to the County 365 days per year, 24 hours per day. New installation, if requested, shall be performed at regular County hours, unless specified otherwise.

Response time on-site shall be 4-hours after Contractor receives request from the County for regular hours and 2-hour response on-site for calls after hours. There shall also be a 2-hour on-site response for any call during regular hours if requested as an emergency.

The Contractor must maintain a reserve stock of recharge material sufficient to recharge or repair any extinguisher within 24 hours. The Contractor may be assessed \$100.00 per day for fire protection if extinguishers becomes inoperable or absent for more than 24-hours. This charge shall be deducted from the Contractor's invoice

Routine maintenance inspections shall be made during regular working hours (unless required otherwise).

Contractor shall furnish a written report to the Purchasing Agent, on all equipment that is not cost effective to repair before repairs are performed whether or not the equipment is under full maintenance.

All inspection forms utilized in this contract will meet the minimum requirements as specified in NFPA Fire Protection Systems, second edition, Inspection, Test, and Maintenance manual, or current edition. The report must be physically written and must include the barcode number.

C. FIRE EXTINGUISHER MAINTENANCE

As priced in Bidders Response shall be all-inclusive, no other charges to be incurred. The following shall be performed by the Contractor and included in the full maintenance program: APPROXIMATELY 794 FIRE EXTINGUISHERS

- (a) Annual inspections/service,
- (b) All parts, replacement of worn/defective, including gauges, hoses, etc.,
- (c) Hydro-test inspection,
- (d) Recharge (chemicals, gasses, etc.), only if lost due to leakage and
- (e) All labor.

The only additional charges allowable for extinguishers shall be:

- (a) Recharge servicing caused by County's use of the extinguisher or
- (b) Vandalism to the extinguisher.

D. ANNUAL SERVICE

- (a) All County owned extinguishers shall be inspected, serviced, tested and repaired annually in accordance with NFPA-10.
- (b) Contractor's technicians shall perform maintenance of portable fire extinguishers in accordance with the manufacturer's published service procedures; using only refill extinguishing agents listed on the container and/or as recommended by the manufacturer.
- (c) Portable vehicle extinguishers used by the County's vehicle shall be included in the annual maintenance costs.

E. REPAIRS

If, for whatever reason, an extinguisher must be brought into Contractor's shop for repairs, the Contractor shall leave a loaner of approximate size and type. Loaner extinguishers supplied to the County while a unit is in for repair shall be at NO CHARGE to the County. Should the County discharge the loaner, the cost of recharging shall be incurred by the County.

F. BADGE, UNIFORMS AND BACKGROUND CHECK REQUIREMENTS

Contractor's employees providing services to areas such as detention facilities, courthouse, school buildings or any other areas shall require the following:

- (a) All employees of the contractor providing services to the County must wear a company uniform identified with the company name consisting of: Uniform and I.D. badge, which MUST be worn by the employee while performing services on County premises.
- (b) Background Check Compliance Form attached. This form is to be completed and return with your bid.

G. EMPLOYEES OF THE CONTRACTOR

No one except authorized employees of the Contractor is allowed on the premises of County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor.

Maintenance shall be performed by only properly trained service personnel with appropriate servicing manuals, proper types of tools, recharging material, lubricants and manufacturers' recommended replacement parts.

H. REQUIRED BID DOCUMENTATION

Complete and return in your bid envelope, page 3, Exhibit A, page 3 General Terms and Conditions, page 4, Insurance Requirements Checklist, and Background Check Compliance Form.

EXHIBIT A

**BID PRICE FOR
BUILDING PORTABLE EXTINGUISHERS**

Type Extinguisher	New Extinguisher Unit Cost	Hydrostatic Testing Unit Cost	Inspection Maintenance Unit Cost	Recharge Unit Cost
2.5 Lbs. ABC Dry Chemical	\$	\$	\$	\$
5 Lbs. ABC Dry Chemical	\$	\$	\$	\$
10 Lbs. ABC Dry Chemical	\$	\$	\$	\$
20 Lbs. ABC Dry Chemical	\$	\$	\$	\$
5 Lbs. Carbon Dioxide	\$	\$	\$	\$
10 Lbs. Carbon Dioxide	\$	\$	\$	\$
20 Lbs. Carbon Dioxide	\$	\$	\$	\$
2.5 Gal Pressurized Water	\$	\$	\$	\$
Class K Wet Chemical	\$	\$	\$	\$
Annual Inspection Fee per Extinguisher	\$	\$	\$	\$

EXHIBIT B – BUILDING LIST

COUNTY OWNED BUILDINGS	ANNUAL INSPECTION FEE
Sheriff Department Annex 103 Charles Seivers Blvd., Clinton	\$
Anderson County Courthouse 100 N. Main Street, Clinton	\$
Health Department Building 710 N. Main Street, Clinton	\$
Highway Patrol Building US Highway 25W, Clinton	\$
Highway Department Facility 183 J. D. Yarnell Industrial Pkwy., Clinton	\$
Motor Pool Building 110 S. Bowling Street, Clinton	\$
Anderson Co. Detention Center 308 Public Safety Lane, Clinton	\$
Robert Jolley Administration Building 101 S. Main Street, Clinton	\$
EMS Ambulance Service - Six (6) Locations <u>Station #1</u> Including Headquarters, Garage & Supply Building 314 Public Safety Lane, Clinton <u>Station #2</u> – 184 Raleigh Road, Oak Ridge <u>Station #3</u> – Second Avenue, Rocky Top <u>Station #4</u> – 102 Midway Lane, Oliver Springs <u>Station #5</u> – 101 Elza Drive, Oak Ridge <u>Station #6</u> – 129 First Quality Way, Andersonville	\$ _____
Daniel Arthur Rehab. Center 728 Emory Valley Road, Oak Ridge	\$
County Office (Dickens Office Bldg.) 715 Emory Valley Road, Oak Ridge	\$
Anderson County Tourism 115 Welcome Way, Clinton	\$
Board of Education - Maintenance Building 1010 Clinch Avenue, Clinton	\$
Emergency Management Building 111 S. Charles Seivers Blvd., Clinton	\$
Oak Ridge City Court 101 Bus Terminal Road, Oak Ridge	\$
AC Senior Center 195 Edgewood Avenue, Clinton	\$
Blockhouse Solid Waste Facility 1480 Blockhouse Valley Road, Clinton	\$

EXHIBIT B – BUILDING LIST CONTINUED

SCHOOL BUILDINGS	ANNUAL INSPECTION FEE
Anderson County High School 2131 Andersonville Highway, Clinton	\$
Andersonville Elementary School 1951 Mountain Rd., Andersonville	\$
Briceville Elementary School 103 Slatestone Road, Briceville	\$
Claxton Elementary School 2218 Clinton Highway, Clinton	\$
Clinton Middle School 110 N. Hicks Street, Clinton	\$
Clinton Senior High School 425 Dragon Drive, Clinton	\$
Dutch Valley Elementary School 1044 Old Dutch Valley Road, Clinton	\$
Fairview Elementary School 6715 Hickory Valley Road, Heiskell	\$
Grand Oaks Elementary School 1033 Oliver Springs Highway, Oliver Springs	\$
Lake City Elementary School 402 Lindsay Avenue, Rocky Top	\$
Lake City Middle School 1132 S. Main Street, Rocky Top	\$
Norris Elementary School 42 E. Circle Road., Norris	\$
Norris Middle School 5 Norris Square, Norris	\$
Norwood Elementary School 669 E. Tri-County Blvd., Oliver Springs	\$
Norwood Middle School 655 E. Tri-County Blvd., Oliver Springs	\$
Preschool Centers – Three (3) Locations <ul style="list-style-type: none"> • Lake City Early Headstart 306 Sixth Street, Rocky Top • Oak Ridge Early Head Start 1051 Oak Ridge Turnpike, Oak Ridge • Central Office Complex 708 North Main Street, Clinton 	\$
BOE – Technology Center 147 E. Broad Street, Clinton	\$
Clinch River Community School 140 Maverick Circle, Clinton	\$
Anderson County Career & Technical Center 130 Maverick Circle, Clinton	\$
Adult Education 131 Charles Seivers Blvd., Clinton	\$

I. The undersigned agrees, if this bid is awarded, to furnish all labor, equipment and material in accordance with the terms and conditions of this Invitation for Bid # 4673.

II. It is our intent to request a three (3) year contract.

III. Exceptions:

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

NOTE: Portable fire extinguisher maintenance as priced in Bidders Response shall be all-inclusive, no other charges to be incurred.

Company Name

Date

Bid Representative (Please Print)

Signature

Street Address

City, State Zip

() ()

Phone Number Fax Number

E-mail Address

BACKGROUND CHECK COMPLIANCE FORM

ANDERSON COUNTY GOVERNMENT

PURCHASING DEPARTMENT
100 N. MAIN STREET, SUITE 214
CLINTON, TN 37716
(865) 457-6251
(865) 457-6252 (Fax)

BID NUMBER 4673

CONTRACT NUMBER

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.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Address

City, State Zip Code

Telephone Number

()

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature: _____ Title: _____

Printed Name: _____ Date: _____
(Please Print Clearly) (Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes: _____

BID NUMBER: 4673

BID TITLE: Fire Extinguisher Maintenance & Service

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids **MUST** be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid reach the Purchasing Department. If the bid is not delivered to the correct location by the correct time it is not considered.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

**ANDERSON COUNTY PURCHASING DEPARTMENT
100 NORTH MAIN STREET, SUITE 214
CLINTON, TN 37716**

**Email: purchasing@andersontn.org
Website: <http://andersontn.org/purchasing>
(865) 457-6218 Phone
(865) 457-6252 Fax**

**Bid documents must be completed in ink or typed, signed in ink,
and free from alterations, erasures or mark-throughs.**

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 Anderson 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 Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson 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 Purchasing Agent, 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 Anderson 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, Anderson 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: Anderson 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 any time.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, 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 Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. 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 and their suitability to the requirements of Anderson County and the delivery terms. Anderson 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 Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. 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 Purchasing Agent, in conjunction with the Purchasing Commission, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON 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 Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson 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 Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.17 VENDOR'S DEFAULT: Anderson 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: Anderson County requires that all vendors submit one original and three exact copies 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 Purchasing 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 Purchasing Agent 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.

1.21 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.22 TERMINATION: Anderson 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 Anderson 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, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.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 Anderson County Purchasing Agent 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 Anderson 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: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.31 APPROPRIATION: In the event no funds are appropriated by Anderson 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 Anderson County.

1.33 QUANTITIES: Anderson 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 Purchasing 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: Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website www.andersontn.org/purchasing 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.

1.38 PROPOSALS: All proposals, once received, become property of Anderson County Government and will not be returned.

1.39 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices, bidders/proposers will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

BID NUMBER: 4673

BID TITLE: Fire Extinguisher Maintenance & Service

SECTIONS: 2, 3, AND 4 OF THIS FORM ARE TO BE SUBMITTED/RETURNED WITH YOUR BID AS PART OF THE CONTRACT BID DOCUMENTATION.

SECTION 2 - BID INFORMATION

- 2.1 I acknowledge the receipt of:
(Please write "Yes" if you received)
- Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____
- 2.2 Please list and include in your bid packet all warranty information concerning length and coverage below ("Standard Mfg. Warranty" is unacceptable):
- 2.3 _____
Guaranteed days until delivery after receipt of purchase order:
- 2.4 _____
Additional Shipping, Freight or Handling Fees \$ _____ Total. **(To be added to bid.)**
- 2.5 If bid varies from the specifications, make full explanation.
- 2.6 Payment terms shall be _____% _____days. Offers of less than 20 days will not be considered in bid evaluation. Anderson County's normal payment terms of Net 30 will be adopted if no other terms are quoted and accepted.
- 2.7 Bid Pricing will remain stable _____ days from bid opening.
- 2.8 Bidding on "all or none" basis _____.
Bidding on "low item" basis _____.
(Please check one)
- 2.9 Will you honor additional purchases at this same price? _____Yes _____No
- 2.10 Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations.

Please indicate vendor's approval of the Cooperative Purchasing Agreement. _____Yes _____No

State of Tennessee Business License Number:
License # _____

State of Tennessee Contractors' License Number: (See item 1.11)
License # _____

SECTION 3 - VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____

State _____ Zip _____

Telephone Number _____

Fax Number _____

Contact Person *(Please Print)* _____

E-Mail Address _____

Taxpayer Identification Number, Social Security or Employer Identification Number: _____

What is the major service or product your company provides?
(Explain/Describe) _____

The undersigned agrees if bid is accepted, to furnish all license information.

Authorizing Signature:

(Please sign original in blue ink)

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing the Bid Form affirms that the original Invitation for Bid document has not been altered in any way.

BID NUMBER: 4673

BID TITLE: Fire Extinguisher Maintenance & Service

SECTION 4 - INSURANCE REQUIREMENT CHECKLIST

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- 1. **Workers Compensation** Statutory limits
- Employers Liability** 100,000/100,000/500,000
- 2. **Commercial General Liability** \$1,000,000 per occurrence
- Occurrence Form Only \$2,000,000 aggregate
- Include Premises Liability
- Include Contractual
- Include XCU
- Include Products and Completed Operations
- Include Personal Injury
- Include Independent Contractors
- Include Vendors Liability
- Include Professional or E&O Liability

- 3. **Business Auto** \$1,000,000
- Include Garage Liability \$1,000,000
- Include Garage Keepers Liability
- Copy of Valid Driver's License
- Copy of Current Motor Vehicle Record
- Copy of Current Auto Liability Declarations Page

- 4. **Crime Coverages**
- Employee Dishonesty
- Employee Dishonesty Bond

- 5. **Property Coverages**
- Builders Risk
- Inland Marine
- Transportation

6. Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This **MUST** be submitted before purchase order issued.

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within **21 (twenty-one) calendar days** if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date