

**ROANE COUNTY PURCHASING
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763
PHONE 865-376-4317 ▪ FAX 865-376-4318**

ADVERTISEMENT FOR BIDS

Sealed bids are invited for Furnishing & Installation of a Wheelchair Lift.

All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1976, as currently amended if bid price exceeds \$25,000.

If bidding over \$25,000 a 5% bid bond is required.

Performance and payment bonds for the full cost of the project may be required for bids over \$25,000.

Project: Furnishing & Installation of Wheelchair Lift
Midway High School
530 Loudon Highway
Kingston, Tennessee 37763

Bids Received By: Lynn Farnham, Purchasing Agent
Roane County Courthouse
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Bids Received Until: 2:00 p.m. (EDT) on Tuesday, June 21, 2016

Specifications: May be obtained in the Roane County Purchasing Department or electronically by contacting the Purchasing Department at 865-376-4317 or going to the County's website www.roanecountytn.gov.

ROANE COUNTY PURCHASING DEPARTMENT INVITATION TO BID

Roane County is inviting sealed bids for the service(s) listed below, subject to the terms and conditions of the Invitation to Bid, the accompanying specifications, and the Roane County Purchasing Manual.

At the appointed time bids will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Bids arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Bids To:

ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763

Bid Number: 2016-22-177
FURNISHING & INSTALLATION OF WHEELCHAIR LIFT

Open Date & Time: June 21, 2016 at 2:00 p.m. (Eastern Time Zone)

The Bid Envelope must show the Bid Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

Lynn Farnham, CPPO, CPPB
Purchasing Agent
Phone: 865-376-4317
Fax: 865-376-4318
Email: lynn.farnham@roanecountytn.gov

GENERAL TERMS & CONDITIONS

Attached are instructions and conditions for submitting a bid for Roane County Government. The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.

BID PREPARATION & SUBMISSION

1. Bidders are expected to examine specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this bid. Failure to do so will be at the bidder's risk.
2. All bids shall be in accordance with the instructions to bidders and specifications included in this ITB. Specifications are intended to be open and non-restrictive.
3. All pricing submitted in the bid document must be completed in ink or typewritten. The bottom line total must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.
4. All bids must meet or exceed the enclosed specifications.
5. It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted to the Purchasing Department as described below.
6. All original forms must be signed by a person with authority to bind the bid. The bid must be sealed in an envelope that is labeled according to the directions stated below.
7. On the outside of the envelope/package mark the bid as follows:
 - Vendor Name & Address
 - Bid Number
 - Bid Date & Time
8. The bid must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.

12. Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed bid documents will not be accepted.

LATE RECEIPT OF THE BID

1. The bid and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the bidder has no responsibility. Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.
2. Bids must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee determines the time is 2:00 p.m., no other bids will be accepted.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Agent 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.
2. Pursuant to TCA §12-4-126, 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 will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.
3. Any questions concerning this Invitation to Bid are to be faxed to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

BID OPENING & AWARD

1. Only the bottom line figure will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.
2. Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening may not be corrected, and the bidder may be bound to honor bid as submitted. After investigation of the nature of the mistake, the Purchasing Agent may allow the bid to be withdrawn.
3. The contract will be awarded in writing to the most responsive bidder whose bid conforms best to the Invitation to Bid will be most advantageous to Roane County. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
4. Roane County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in the bids received.
5. Roane County reserves the right to award the bid in its entirety or to divide the award in any way that will be more advantageous to the county.
6. Bid results will be posted on the County's website along with the bid tabulation.

PROTEST PROCEDURE

1. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of bid award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

1. In the event no funds are appropriated by Roane 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.

INSURANCE

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

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

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

1. Bidders located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee.
2. A Roane County Business License is required if a contractor is doing more than \$50,000 in business in the county.
3. A Business Tax & License Affidavit is required to be submitted with the bid.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, 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, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bid.
3. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the county for excess costs incurred by such a purchase.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide the services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contact to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Invitation to Bid, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, 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. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants 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. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

**2016-22-177 – FURNISHING & INSTALLATION OF WHEELCHAIR LIFT
VENDOR INFORMATION SHEET**

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

COOPERATIVE PURCHASING - 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 the approval of Cooperative Purchasing.

_____ Yes _____ No

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

_____ Yes _____ No

**2016-22-177 – FURNISHING & INSTALLATION OF WHEELCHAIR LIFT
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

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

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

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

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

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

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

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

- African American Owned
- Caucasian Owned
- Native American Owned
- Other Owned

- Asian Owned
- Hispanic Owned
- Woman Owned

Signature

Title

**2016-22-177 – FURNISHING & INSTALLATION OF WHEELCHAIR LIFT
DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF _____

COUNTY OF _____

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

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

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My commission expires _____.

**2016-22-177 – FURNISHING & INSTALLATION OF WHEELCHAIR LIFT
BUSINESS TAX & LICENSE AFFIDAVIT**

The undersigned, ("Affiant"), states that he/she has legal authority to swear this on behalf of _____ ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, §5-14-108(l)* which provides that "no purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent".

Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ County, Tennessee.

AFFIANT

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

**2016-22-177 – FURNISHING & INSTALLATION OF WHEELCHAIR LIFT
INVITATION TO BID
GENERAL INFORMATION**

Roane County is inviting bids for the Installation of a Wheelchair Lift at the Midway High School, as per the enclosed specifications.

Vendors are to provide one original and one copy of the bid being submitted. Any costs associated with the preparation or delivery of the bid is at the Vendor's cost with no cost to Roane County.

REQUIRED DOCUMENTS

Bidders must use the envelope cover sheet included herein.

The following documents must be returned in the bid envelope:

- Vendor Information Sheet
- Non-Collusion, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying Affidavit
- Drug-Free Workplace Affidavit
- Statement of Compliance Certificate of Illegal Immigrants
- Business Tax & License Affidavit
- Certificate of Insurance issued by the Contractor's Insurance Company.

CONTRACT

The Roane County's Purchase Order, and the Terms & Conditions and the Specifications of this Invitation to Bid will serve as the construction contract.

QUESTIONS

Questions received after 2:00 p.m. on Wednesday, June 17, 2016 will not be answered.

**2016-22-177 – FURNISHING & INSTALLATION OF WHEELCHAIR LIFT
SPECIFICATIONS**

1. SCOPE OF WORK - GENERAL

- 1.1 In general, the scope of this contract shall be to furnish and install one (1) wheelchair lifts at the Midway High School located at 530 Loudon Highway, Kingston, 37763. The vendor shall remove the existing wheelchair lift and install the new lift prior to August 8, 2016. The vendor shall provide supervision during the installation of the lifts. The vendor shall receive the lift and unload the lifts from the vendor's truck.
- 1.2 The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

2. PRICES. Prices quoted will include any and all charges including delivery costs.

3. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS

- 3.1 Bidders must be licensed according to Tennessee state law and in accordance with the TN Labor & Workforce Development, Workplace Regulations & Compliance Division.
- 3.1 Bidders will be required to provide at least three (3) references (names of contact persons and phone numbers) of similar sized and scoped contracts during the past eighteen (18) months.
- 3.2 With regard to this contract, the School Maintenance Director, or his designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the School Maintenance Director or his designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 3.3 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact the School Maintenance Director, or his authorized representative, prior to beginning work at (865) 717-5460.
- 3.4 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County. Contractor must contact the Codes Enforcement Office to determine if a building permit is required (865) 717-4230. If a permit is required, the cost of the permit will be waived.
- 3.5 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of Roane County, more advantageous to Roane County, shall govern.

4. AWARD

- 4.1 Award of this contract will be on a lump sum basis.
- 4.2 The reputation of the Bidder regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award.

5. **GUARANTEES.** All materials and/or equipment furnished and installed under this contract shall be unconditionally guaranteed for a minimum period of one (1) year from the date of acceptance of the work by the County against any and all defects in materials, workmanship, and installation. The Contractor shall also provide an extended two (2) year warranty under the same terms and conditions as the original one (1) year warranty.
6. **LIENS.** Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund the County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.
7. **COMPLETION SCHEDULE**
- 7.1 The installation of the wheelchair lift must be completed on or before August 8, 2016.
- 7.2 Due to the critical nature of this project, liquidated damages resulting from failure to meet either completion date (design or construction), shall be charged against the Contractor at a rate of \$500.00 per day for each day completion is not made in accordance with the schedule. The assessed amount shall be deducted from the final invoice(s).
8. **LOCATION OF WORK AND EXISTING CONDITIONS.** The worksite is Midway High School, 530 Loudon Highway, 530 Loudon Highway, Kingston, TN 37763. School is not in session.
9. **SITE INSPECTION**
- 9.1 An on-site inspection is scheduled for Tuesday, June 14, 2016 at 10:00 a.m. (EDT).
- 9.2 Bidders are charged with total responsibility for obtaining all information including field measurements needed during this one (1) site visit; to enable a proposal or bid to be submitted for the scope of work as described and contained within the issued specification. A secondary site inspection will not be held for those who do not attend the first.
- 9.3 Any significant changes to the solicitation as a result of the discussions at the site visit will be sent out via addenda.
10. **DELIVERY, INSTALLATION, INTERRUPTIONS, PROPERTY PROTECTION**
- 10.1 It shall be the Contractor's responsibility to see that merchandise is delivered within or adjacent to the area of installation as specified by the School Maintenance Director.
- 10.2 The delivery, repair, and/or installation can be accomplished during the weekdays Monday thru Friday. Work days and times will be coordinated with the School Maintenance Director.
- 10.3 The work described in this specification shall be done with the least inconvenience to Midway High School. Vehicles must have egress capabilities at all times.

- 10.4 The Contractor is responsible to protect all existing conditions of the building, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the School Maintenance Director, or his designated representatives.
- 10.5 All work being performed for and/or on Roane County School's property shall fully conform to all local, state, and Federal safety regulations.

11. MATERIAL SUBSTITUTES AND CHANGES TO THE CONTRACT

- 11.1 In some sections, this specification might mention specific manufacturer's materials and/or products (where situations require). However, this specification allows for approved equals for our use. Approved equals must meet or exceed the same physical and chemical properties of the named material. Approval(s) must be in writing prior to beginning work.
- 11.2 The Contractor will notify the School Maintenance Director, or his representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the School System or the Contractor not covered under the original scope of work or specification shall be jointly agreed upon by the Contractor and the School System. Any additional cost on the project must be submitted in writing by the Contractor and a change order to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. **The School System assumes no responsibility for oral instructions or suggestions.** All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.

12. DEMOLITION AND DEBRIS REMOVAL. The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. The existing lift is to be removed to the exterior of the building. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a School System representative, shall remove such debris and materials from school property. The Contractor shall leave all affected areas as they were prior to beginning work.

13. UTILITIES. The owner shall make available all required utilities to the Contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption(s) caused by the Contractor and repair thereto, shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated with the School Maintenance Director at least one (1) day in advance of the expected occurrence.

14. POTENTIALLY HAZARDOUS MATERIALS. If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.

15. WARRANTY AND SERVICE. Contractor must furnish with their bid proposal, names and phone numbers of persons to contact in case of warranty or service problems.

16. SHOP DRAWINGS

16.1 **SHOP DRAWINGS:** The Contractor shall submit, for the School System's approval, shop drawings (to include setting drawings and schedules). These drawings shall be prepared in

conformity with the best practice and standards for the trade concerned. Due regard shall be given to speed and economy of fabrication and erection.

- 16.2 ITEMS TO BE DETAILED: Shop details shall be supplied for all items that are specially fabricated for the work or when the assembly of several items is required of a working unit.
- 16.3 SUBMISSIONS: Shop drawings, brochures and catalog cut submissions shall consist of sufficient copies to provide for the retention by the School System of five (5) copies total plus such additional copies as the Contractor may require. Drawings shall not exceed 24 in. x 36 in. in size.
- 16.4 EXAMINATION AND APPROVAL: The Contractor shall review all shop drawings, brochures and catalog cuts provided by the subcontractors and vendors prior to submitting them to the School System for examination and approval. The County will examine shop drawings with reasonable promptness, noting desired corrections, or granting approval.
 - 16.4.1 Field Dimensions and Conditions: The School System is not responsible for the checking of dimensions or existing conditions in the field. This is the sole responsibility of the Contractor.
 - 16.4.2 Contractor's Responsibility: Unless the Contractor has, in writing, notified the School Maintenance Director, or his authorized representative, to the contrary, at the time of the submission, it will be assumed that the drawings are in conformity with the contract documents and do not involve any change in the Contract price or any change which will alter the space within the structure or alter the manner of operation from that contemplated in the contract documents.
- 16.5 PROJECT COMPLETION: At the completion of the project, the Contractor shall submit a list of shop drawings for the entire project.

17. MATERIALS AND EXECUTION

- 17.1 All work shall fully comply with all Local, State, and Federal Codes.
- 17.2 The bid price is to include the cost of all inspections, fees, permits, etc. to put the wheelchair lift in to operation.
- 17.3 The Garaventa Express II – Inclined Platform Lift or an approved equivalent is to be installed.
- 17.4 Owner will furnish operating power and phone line only.
- 17.5 The wheelchair lift must include emergency battery lowering option.
- 17.6 The Wheelchair Platform is to be equipped with ADA push to talk telephone as required by the State of Tennessee for lifts. The handrail and attendant remote control is to be included also.
- 17.7 The bidder is to submit technical information on the lift that is being proposed to be used in the County's evaluation of the bids. Please provide locations that the proposed lift is currently in use and installed by your company.

**Bid #2016-20/171
BID FORM**

BID RECIPIENT

1. This Bid is submitted to:
**Bid for Furnishing & Installation of a Wheelchair Lift
Roane County Purchasing
200 East Race Street, Suite #3
Kingston, Tennessee 37763**
2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all the Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other Terms & Conditions of the Bidding Documents.

BIDDER'S ACKNOWLEDGEMENTS

1. The bidder accepts all of the Terms & Conditions of the Invitation to Bid, including and without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon written request of the Owner.
2. The Bidder examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents and the Addenda issued and has acknowledged the receipt of same.
3. The Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
4. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
5. The Bidder is aware of the general nature of the work to be performed in this project.
6. The Bidder has submitted written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder discovered in the Bidding Documents, and the written resolution thereof by the engineer or owner is acceptable to the Bidder.
7. The Bidding Documents are generally sufficient to indicate and convey understanding of all Terms & Conditions for the performance of the Work for which this Bid is submitted.

BASIS OF BID

1. The Bidder will complete the Work in accordance with the Contract Documents for the prices as shown in this submission.

TIME OF COMPLETION

1. It is the Owner's desire to have the project completed on or before August 8, 2016. It is the owner's intention to award the bid immediately after the bid opening date. The Bidder submits that the project will be completed in the time allowed.

BID

This Bid is submitted by:

Company Name _____

Company Address _____

Email Address _____

Telephone Number _____

LUMP SUM BID PRICE \$ _____

WARRANTY

The contractor is to provide a full one-year warranty for all parts and service. The School System will contract for the service contract for subsequent years.

BID ENVELOPE COVER SHEET

Project: FURNISHING & INSTALLATION OF A WHEELCHAIR LIFT
BID #2016-22-177

MIDWAY HIGH SCHOOL
530 LOUDON HIGHWAY
KINGSTON, TN 37763

Bid Date & Time: Tuesday, June 21, 2016
2:00 p.m. (Eastern Time Zone)

Bids must be delivered prior to the aforementioned date and time to:

Roane County Purchasing
200 East Race Street
Suite #3
Kingston, Tennessee 37763

Bidder Name & Address: _____	

TN License Number: _____	Limit: _____
Expiration Date: _____	Classification: _____