

**CITY OF ELIZABETHTON, TENNESSEE**  
**Purchasing Department**  
 136 SOUTH SYCAMORE STREET  
 ELIZABETHTON, TN 37643  
 423-542-1505

Date: 04/25/2019

**(This is NOT an Order)**  
**REQUEST FOR BID**

TERMS: \_\_\_\_\_  
 DELIVERY DATE: \_\_\_\_\_

BID # <b>RFP (2019-03)</b>
BID OPENING DATE: <b>5/29/2019</b>
BID OPENING TIME: <b>11:00 am</b>

**ALL QUOTATIONS MUST BE F.O.B. ELIZABETHTON, TENNESSEE**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1		<b>RENOVATIONS TO THE TENNESSEE REHABILITATION CENTER ELIZABETHTON</b>  Specifications are attached and are an integral part of this bid.  Contractor's License Information:  State: _____ License Number: _____ Expires: _____ License Classification Applicable to project _____ Dollar Limit: _____  Subcontractors to be Used on this Project:  Electrical: _____ License Number: _____ Expires: _____ Classification: _____		\$ _____

Person to contact regarding this bid: Jon Hartman (423) 542-1502, Greg Workman (423) 542-1505

<b>DELIVERY INSTRUCTIONS</b>
<b>CITY OF ELIZABETHTON</b> <b>136 S. Sycamore Street</b> <b>Elizabethton, TN 37643</b>

In submitting the above, the undersigned agrees to sell to the City the material or service at the price shown and further agrees to all terms and conditions contained in this bid agreement. Acceptance of any or all of the above within a reasonable period will constitute a contract between both parties.

NAME OF FIRM  
 (Purchase Order will be issued to the above vendor)

By \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone \_\_\_\_\_

DIRECTOR OF PURCHASING



**CITY OF ELIZABETHTON**  
136 S. SYCAMORE ST.  
ELIZABETHTON, TN 37643-3328  
(423) 547-6200

***REQUEST FOR PROPOSAL (2019-03)***  
***RENOVATIONS TO TENNESSEE REHABILITATION CENTER ELIZABETHTON***  
***407 CHEROKEE PARK DRIVE***  
***ELIZABETHTON, TN 37643***

**INVITATION:**

*The City of Elizabethton, Tennessee is soliciting proposals from licensed contractors qualified to perform renovations to the Tennessee Rehabilitation Center Elizabethton located at 407 Cherokee Park Drive.*

**SUBMISSION REQUIREMENTS:**

*One (1) original and one (1) copy of the proposal must be received by the City of Elizabethton prior to 11:00 am (Eastern Standard Time) May 29<sup>th</sup>, 2019. The original proposal and the copy of the proposal must be under sealed cover and plainly marked RFP 2019-03. No emailed or faxed proposals will be accepted. Proposals should be delivered or mailed to:*

*Attn: Greg Workman, Purchasing Director  
Request for Proposal 2019-03  
136 South Sycamore Street, Suite 203  
Elizabethton, Tennessee 37643*

**PRE-BID MEETING:**

*This meeting will allow potential contractors to walk-through the facility and view the necessary scope of work.*

*Thursday May 2, 2019 at 9:00 am  
Tennessee Rehabilitation Center Elizabethton  
407 Cherokee Park Drive*

**INQUIRIES AND QUESTIONS:**

*Inquiries and questions should be submitted by email to Greg Workman, Purchasing Director at [gworkman@cityofelizabethton.org](mailto:gworkman@cityofelizabethton.org) no later than 3:00 pm. Eastern Standard Time, on May*

**8, 2019. All inquiries and questions that are submitted will be answered and then sent out as an addendum on May 10, 2019 no later than 5:00 pm Eastern Standard Time.**

**BACKGROUND:**

**The City of Elizabethton, TN owns the property located at 407 Cherokee Park Drive. The property is leased to the Tennessee Rehabilitation Center Elizabethton, which is operated by the State of Tennessee.**

**PROJECT SPECIFIC REQUIREMENTS:**

- 1. Paint all walls in office portion of Leased Premises.**
- 2. Install new VCT and Carpet in all areas as indicated by (Attachment A).**
- 3. Relocate existing double doors to adjacent hallway.**
- 4. Add door lock release button and ADA push button to be installed in receptionist area to control relocated doors.**
- 5. The ADA push button located on the exterior of the building shall only control the exterior doors allowing entrance into the vestibule only.**
- 6. All ADA push buttons in Premises are to be operational and remain in good working order.**

**The floor plan pictured in Attachment A describes the areas in the office portion of the Leased Premises that are to receive carpet (as depicted with the letter C) and vinyl composition tile (as depicted with the letter T).**

- T= Tile**
- C= Carpet**
- O= Office**
- B= Bathroom**

**SCOPE OF WORK:**

**CONTRACTORS RESPONSIBILITIES:**

- a. General- The Leased Premises, including all common areas and points of ingress and egress, shall be designed and maintained to meet all applicable code requirements for commercial office building construction, including the requirements of the American with Disabilities Act.**
- b. Measurements- Before ordering material or doing any work, Contractor shall verify, at the building, all dimensions which may affect their work.**

- c. ***Clean-up- The Contractor shall at all times keep the Tennessee Rehabilitation Center Elizabethton premises and adjoining premises, driveways, parking lots, and streets clean of rubbish, tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the work clean and ready for use.***
- d. ***Disposal of existing carpet/tile/flooring- All replaced carpet/tile/flooring, rubbish, and debris shall be removed from the Tennessee Rehabilitation Center Elizabethton premises and disposed at a disposal facility authorized and/or licensed to accept said material.***
- e. ***Interference with Operations- The Tennessee Rehabilitation Center Elizabethton will be utilizing the building for normal operations during the project but will coordinate with Contractor on scheduling work. The Contractor shall schedule performance of work necessary to complete the project in a way as to minimize interference with operations during construction. Work which will interfere with Tennessee Rehabilitation Training Center occupancy, including interruptions to hallways, adjoining areas, entrances/exits and essentially noisy operations shall be scheduled in advance and outside of normal hours of the facility. The demolition/installation schedule shall be coordinated and approved the City of Elizabethton, and the Tennessee Rehabilitation Center Elizabethton.***
- f. ***Protect furniture, equipment, and fixtures to remain free from soiling, dust, dirt, or damage when demolition work is performed in rooms or areas from which portable or fixed items have not been removed.***
- g. ***Repair any damage done to existing structure caused by the construction and removal of temporary partitions, coverings, and barricades.***
- h. ***Contractor is responsible for all breakage or damage from the time work has started until final completion and all debris is removed.***
- i. ***Provide protection for existing building interior and exterior, finishes, walls, drives, landscaping, lawns, etc. All damages shall be restored to match existing conditions to the satisfaction of Tennessee Rehabilitation Center Elizabethton.***
- j. ***It will be the Contractor's responsibility to relocate furniture into alternate rooms within the building to accommodate replacement of flooring, or painting of rooms.***

**WORK TO BE PERFORMED:**

## **1. Carpet/Tile/Flooring**

- a. Carpet shall be modular tiles laid with low VOC adhesives. Carpet shall generally be laid in a monolithic, ashlar or brick laid pattern. Carpet shall not be laid in a quarter turn pattern unless noted specifically.**
- b. Products: All manufacturers to provide modular tile products as specified below and in addition to meeting the minimum requirements.**
- c. Commercial Face Fibers: High performance premium branded Nylon required to be third party certified as post-consumer recyclable and defined as a commercial grade nylon fiber from a carpet or fiber manufacturer nationally recognized by the flooring industry; the nylon fiber shall have a documented five (5) year minimum successful testing period; Note: OLEFIN FIBER is not acceptable.**
- d. Pile Characteristic: Level-Loop, Cut-and-loop pile, Shear-and Loop pile.**
- e. Density: Minimum rating of 5,000 or higher.**
- f. Stiches: Minimum of 9 stiches per inch.**
- g. Gage: 1/12 inch minimum.**
- h. Surface Pile Weight: Minimum 20 oz. per square yard.**
- i. Dye System: Minimum of 50% solution dyed or yard dyed (Type 6 or proven equal.**
- j. Backing System: Provide applicable backing system based on carpet type/brand selected.**
- k. Size: 24 by 24 inches (610 by 610mm) or larger.**
- l. Applied Soil Resistance Treatment: Duratech, Protech, or equal (specify with proposal).**
- m. Antimicrobial Treatment: Manufacturers standard material according to AATCC174.**

- n. Provide 4" covered rubber base in areas specified to receive new flooring. All base shall be continuous roll base (not 4' segments).*

## **2. Painting**

- a. Patch and repair any and all sheetrock and prep for painting.*
- b. Paint all walls in office portion of Leased Premises (See Attachment A)*
- c. All walls to have one (1) prime coat and two (2) finish coats of eggshell or satin finish.*
- d. Door and window frames shall have semi-gloss finish.*
- e. Where identified as laminate finish on casework, use color core laminates for exposed surfaces for doors, drawers, counter tops and splashes. The underside of all vertical laminate panels in wet areas shall receive a laminate or pvc edge to prevent water from wicking up through laminate panel substrates. Counters and splashes shall be thoroughly caulked to walls and countertops using clear silicone caulk.*

## **3. Doors and Frames**

- a. Confirm that ADA push buttons are operational and will activate first set of double doors only (button on interior and exterior side of double doors).*
- b. Relocate the existing double doors to the adjacent hallway. These doors will contain a door lock release/door open release and will be accessed by the receptionist located in the receptionist office.*
- c. ADA push button to be installed in receptionist area, which will control the relocated double doors (See Attachment B as example only).*
- d. Interior doors shall match building standard height and finish; at a minimum, all doors shall be solid core, 7'-0" in height.*
- e. Interior doorframes shall be 2" welded hollow metal steel, painted.*

- f. All hardware shall match existing building standard finish. At a minimum, all hardware shall be lever handle. All doors shall include the following: doorsteps, silencers, lever hardware, mortised ball bearing hinges.*
- g. All main entrance public access doors shall be metal frame glass storefront entrance type with double-pane glass. Exterior exit doors shall be metal framed with insulated flush type metal door. All exterior doors must be equipped with commercial grade closers and hardware.*

**BIDDER REQUIREMENTS:**

- Contractor and Subcontractor's public liability, Workman's Compensation, vehicle liability and property damage insurance will be required.*
- Contractor must be licensed to perform this type of work herein described as required by Tennessee code.*
- Project will be in full working capacity when finished.*
- Contractor and/or Subcontractor will be required to have the necessary permits in place to begin work.*

**INSURANCE REQUIREMENTS:**

*The contractor shall procure and maintain for the duration of the contract, at his/her own expense, insurance against claims for injuries to persons or damages to property including contractual liability that may arise in connection with the performance of the work by the contractor, his/her agents, or representatives, employees or subcontractors under this agreement. The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by certificates of insurance. The certificate shall include wording that states the City be notified thirty (30) days prior to cancellation of the coverage or a major change in the coverage provided. The contractor will either verify the listed coverage(s) for all subcontractors hired by the contractor to assist with the project, or the contractor will assume total financial responsibility for uninsured claims of the subcontractor. The City shall be held harmless for any injuries, claims, or judgements against the subcontractor. Certificates for liability coverages shall name the City as an additional insured. The following coverages may be required by successful bidder prior to work being performed.*

- Worker's Compensation: A certificate shall be provided that indicates the contractor provides workers' compensation coverage in compliance with the State laws of Tennessee.*

➤ ***General Liability Insurance with a minimum limit of \$1,000,000 per occurrence with \$1,000,000 annual aggregate. This insurance shall indicate on the certificate of insurance the following coverages.***

- ***Broad Form Contractual***
- ***Independent Contractor and Subcontractors***
- ***Premises-Operations***

***Additional coverages and limits may be required based upon the particular services contract. If such additional coverages and limits are required for a specific contract, those requirements will be described in the special conditions of the contract specifications.***

**BONDS:**

- ***Prior to signing the Contract, the City will require the successful bidder to secure and post a Performance Bond, in the amount of 100% of the Contract sum. Such bonds shall be issued by Surety acceptable to the City. Costs of such bonds will be included in the bid.***

**AGREEMENT FORM:**

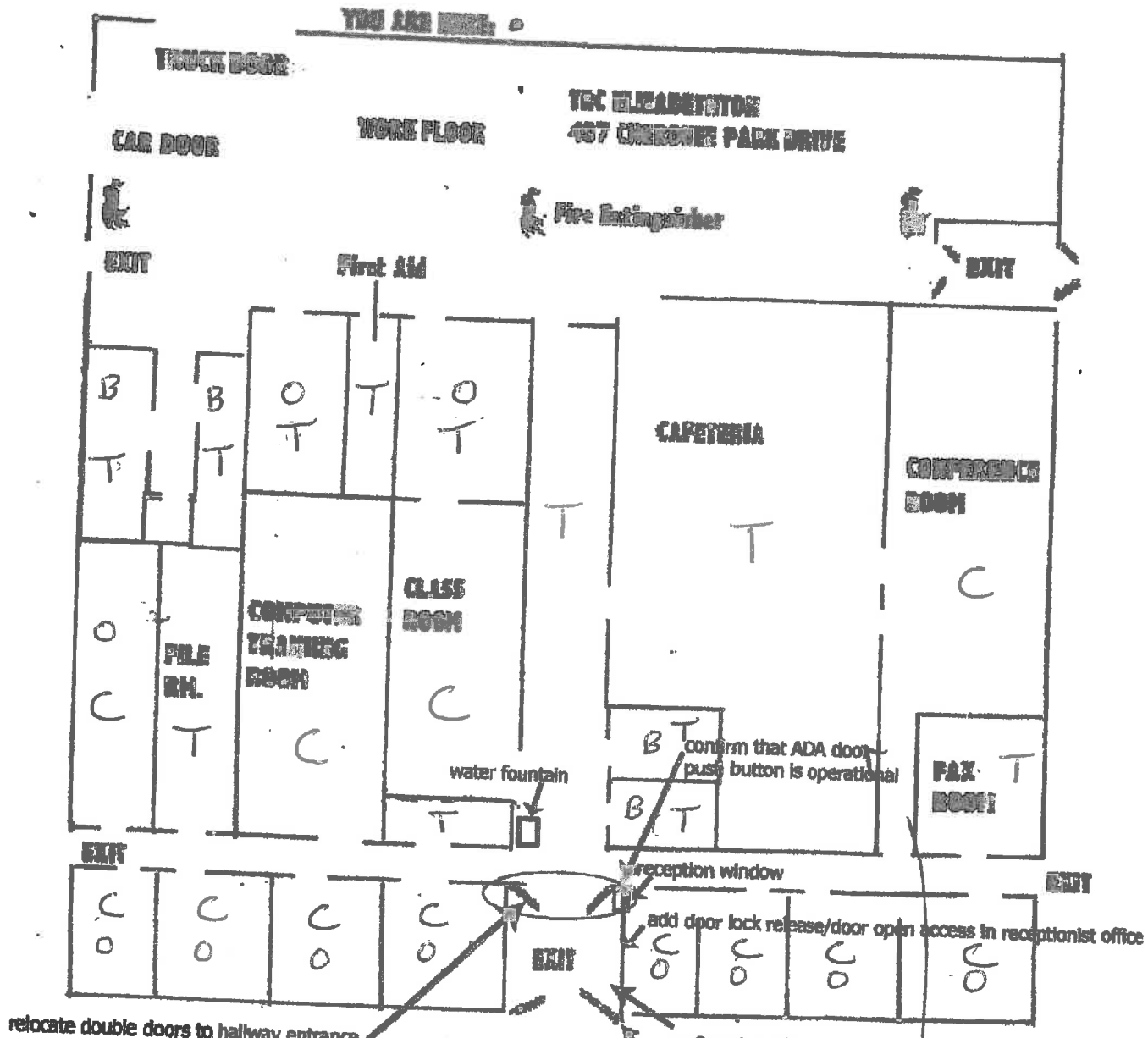
***The City will be using the AIA Document A010 “Standard Form of Agreement between the City and Contractor”, 2007 edition, as part of the Contract Documents for this Work.***

**CANCELLATION and/or REJECTION POLICY:**

***The City of Elizabethton reserves the right to reject any or all proposals, to waive informalities and to accept the proposal or proposals in its judgement is the best interest of the City. The City of Elizabethton does not discriminate on the basis of race, creed, color, national origin, sex, religion, age or disability status in employment or the provisions of service.***



# Attachment A



## EVACUATION CHART

B= bathroom

o= office

C= Carpet

T= Tile



## Overview

The 660 Series mini station control is designed for concealed desk application, and it is used to release an electric or electronic locking mechanism from a remote location. The 660 Series mini station control is mounted in a mini aluminum box, 2" x 2" x 1". The 660 is available with a momentary action pushbutton or maintained action toggle switch. Both can be surface mounted. A typical application is under a desk to release an entrance door.

## Features and benefits

- Surface mount application
- Choice of maintained or momentary action
- Compact size
- Recommended for concealed desk application

# Attachment B continued

## Specifications

Switch contact rating	6 amp @ 120 VAC
Length	2"
Width	2"
Height	1"

## Ordering information

- **660-T4** - SPDT maintained toggle
- **660-PB** - PB SP momentary pushbutton

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## About Allegion

Allegion (NYSE: ALLE) is a global pioneer in safety and security, with leading brands like CISA®, Interflex®, LCN®, Schlage®, SimonsVoss® and Von Duprin®. Focusing on security around the door and adjacent areas, Allegion produces a range of solutions for homes, businesses, schools and other institutions. Allegion is a \$2 billion company, with products sold in almost 130 countries. For more, visit [www.allegion.com](http://www.allegion.com).

KRYPTONITE ■ LCN ■  ■ STEELCRAFT ■ VON DUPRIN



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[www.allegion.com/us](http://www.allegion.com/us)

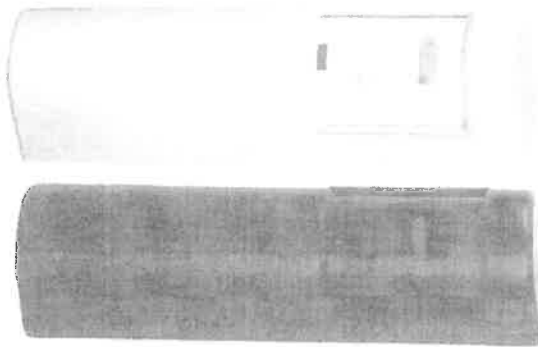
Intrusion Alarm Systems | DS160 Series High Performance Request-to-exit Detectors

# DS160 Series High Performance Request-to-exit Detectors

www.boschsecurity.com



**BOSCH**  
Invented for life



- ▶ Door monitor with sounder alert
- ▶ Sequential Logic Input (SLI)
- ▶ Internal vertical pointability
- ▶ Wrap-around coverage pattern with precise pattern control
- ▶ Up to 64 second adjustable latch time

The DS160 Series consists of the DS160 Detector (light gray) and the DS161 Detector (black) specifically designed for Request-to-exit (REX) applications. With features such as timers, door monitor with sounder alert, and pointable coverage, the DS160 and DS161 have the flexibility to meet the most stringent REX requirements. The exclusive Sequential Logic Input (SLI) provides added security that is not offered in any other REX device.

## Functions

### Sequential Logic Input (SLI)

The SLI terminal allows connection of a second device to require sequential detection. This eliminates the possibility that an object that is slid through the door or underneath the door will activate the detector. This input can also be used to lock the sensor if motion is present outside the premises.

### Door Monitor

The sensor can monitor a door contact to allow special control of the internal relay. For example, if the door is opened within the relay time period, the sensor can be programmed to halt the timer. If the door is not opened within a specific time period, the relay can be programmed to deactivate.

### Sounder Alert

An integrated sounder can be programmed to activate if the door is left open too long. The sounder volume is fully adjustable to 85 dB.

### Keycard Input

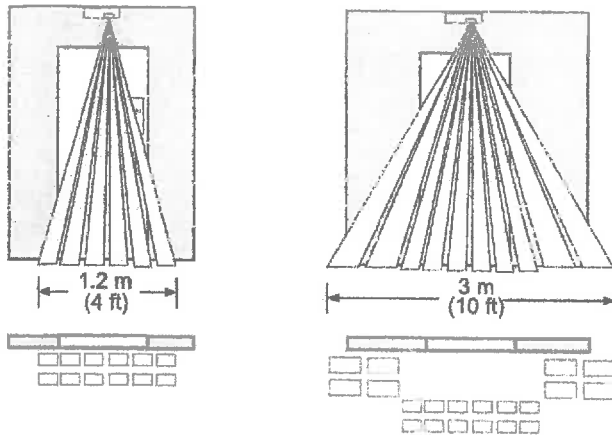
The keycard input allows the sensor relay to be controlled from an external source, such as an access control system or card reader.

## Certifications and approvals

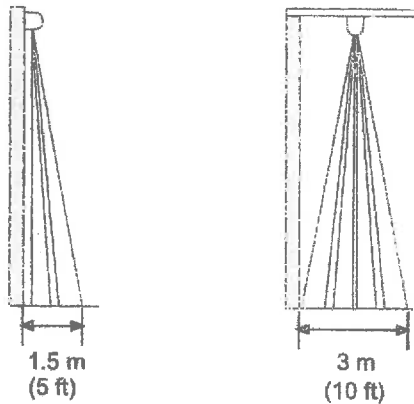
Europe Complies with EN50131-1 Grade 2

Region	Certification
Australia	RCM [DS160]
Europe	CE 2004/108/EC EMC Directive; 2006/95/EC Low-Voltage Directive; 2011/65/EU Restriction of the use of certain hazardous substances in electrical and electronic equipment
USA	UL ALVY: Access Control Systems Units (UL294)

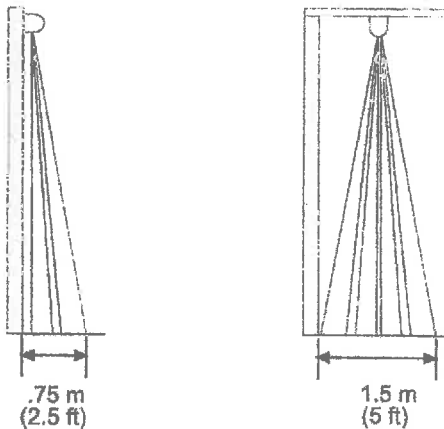
## Installation/configuration notes



**Front View**  
Mounted on wall above door and mounted on ceiling .  
75 m (2.5 ft) in front of the door.



**Side View**  
The higher that you mount the unit, the larger the coverage area. Do not mount the DS160/DS161 more than 4.6 m (15 ft) above the floor.  
Side view of coverage pattern with the unit mounted at 4.6 m (15 ft) above the floor with the lens pointed straight down.



**Side View**

The higher that you mount the unit, the larger the coverage area. Do not mount the DS160/DS161 more than 4.6 m (15 ft) above the floor.  
Side view of coverage pattern with the unit mounted at 4.6 m (15 ft) above the floor with the lens pointed straight down.

### Coverage Information

The coverage (detection area) varies depending on the mounting height above the floor, angle of the lens, and whether the unit is mounted on a wall above the door or on the ceiling. The coverage is 2.4 m x 3 m (8 ft x 10 ft) The coverage patterns for the detector at a height of 2.3 m (7.5 ft) are shown. The coverage pattern increases or decreases with height and detector alignment.

### Notice

When you mount the unit on the wall and the lens points straight down, some detection zones point toward the wall and do not detect movement.

The diagrams depict views of the coverage pattern with the detector mounted at 2.3 m (7.5 ft) above the floor with the lens pointed straight down. Zones that are pointed toward the wall are not shown.

## Technical specifications

### Environmental

Operating Temperature: -29°C to +49°C (-20°F to +120°F)  
For UL Certificated installations, 0°C to +49°C (+32°F to +120°F)

Radio Frequency Interference (RFI) Immunity: No alarm or setup on critical frequencies in the range from 26 MHz to 1000 MHz at 50 V/m

Complies with Environmental Class II (EN50130-5)

### Mechanical

Dimensions: 4.5 cm x 17.1 cm x 4.4 cm  
(1.80 in. x 6.75 in. x 1.75 in.)

Material: High impact ABS plastic enclosure

### Modes

Power Loss Default: Programmable fail-safe or fail-secure modes.

Timer: Programmable reset accumulative or non-reset counting mode.

### Electrical

Current Draw: 8 mA nominal standby current, 39 mA at 12 VDC in alarm

Voltage: 12 VAC or VDC to 30 VAC or VDC

Alarm Output: Two Form C relay contacts each rated 1 A at 30 VAC or VDC for resistive loads

**Indicators:** 1 activation LED

**Relay Latch Time:** Adjustable from 0.5 sec to 64 sec.

### Ordering Information

#### **DS160 Request-to-exit Detector**

For use in request-to-exit (REX) applications. Provides PIR 2.4 m x 3 m (8 ft x 10 ft) coverage, timers, door monitor with sounder alert, and pointable coverage.  
Order number **DS160**

#### **DS161 Request-to-exit Detector**

Black enclosure. For use in Request-to-EXit (REX) applications. Provides PIR, 2.4 m x 3 m (8 ft x 10 ft) coverage, timers, door monitor with sounder alert, and pointable coverage.  
Order number **DS161**

#### **Accessories**

##### **TP160 Trim Plate**

A light gray trim plate used when mounting the detector over a standard single-gang box.  
Order number **TP160**

##### **TP161 Trim Plate**

A black trim plate used when mounting the sensor over a standard single-gang box.  
Order number **TP161**

#### Represented by:

**North America:**  
Bosch Security Systems, Inc.  
130 Perinton Parkway  
Fairport, New York, 14450, USA  
Phone: +1 800 289 0096  
Fax: +1 585 229 9180  
security.sales@us.bosch.com  
www.boschsecurity.us

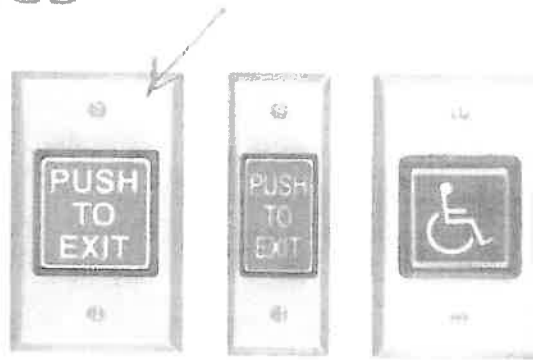
**Europe, Middle East, Africa:**  
Bosch Security Systems B.V.  
P.O. Box 80002  
5817 BA Eindhoven, The Netherlands  
Phone: +31 40 2577 2800  
Fax: +31 40 2577 330  
emea.securitysystems@bosch.com  
www.boschsecurity.com

**Asia-Pacific:**  
Robert Bosch (SEA) Pte Ltd, Security Systems  
11 Bishan Street 21  
Singapore 573948  
Phone: +65 6571 2808  
Fax: +65 6571 2699  
apr.securitysystems@bosch.com  
www.boschsecurity.asia

**China:**  
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203 Building, No. 333 Fuquan Road  
North IBP  
Changning District, Shanghai  
200335 China  
Phone +86 21 22181111  
Fax: +86 21 22182398  
www.boschsecurity.com.cn

**Latin America and Caribbean:**  
Robert Bosch Ltda Security Systems Division  
Via Anhanguera, Km 98  
CEP 13065-900  
Campinas, Sao Paulo, Brazil  
Phone: +55 19 2103 2860  
Fax: +55 19 2103 2862  
latam.boschsecurity@bosch.com  
www.boschsecurity.com

# Exit Switches



410 & 420 SERIES

The illuminated switch button is two inches square for easy activation and is visually conspicuous. The high impact resistant material stands up to abuse.

The "PUSH to EXIT" sign complies with NFPA requirements. The 422A is designed for access and egress applications for the disabled.

## MODELS

1 GANG	Narrow
422	412N
423	413N
423P	413PN
424	414N
425	415N
422A	
423A	

## SPECIFICATIONS

Contact	SPDT/DPDT, 5 Amp @ 30VDC Resistive
Timer	DPDT 2 Amp @ 12/24VDC
Wire Leads	6", 20 Gauge
1 Gang	2 7/8" x 4 1/2" x 20 Ga.
Narrow	1 3/4" x 4 1/2" x 20 Ga.

## HOW TO ORDER

1 Gang: 2" Button, Green Illuminated Button  
 Narrow: 1 3/4"x1" Button, Green Illuminated Button

### 1) SPECIFY MODEL

1 Gang	Narrow	Contact	Sign
422	412N	Momentary SPDT	PUSH TO EXIT
423	413N	Integrated electronic timer, adj. 1-60 sec, 12/24VDC, DPDT 2Amp contact	PUSH TO EXIT
423PU	413PN	Integrated pneumatic timer, adj. 1-180 sec, 12/24VDC, SPDT 3Amp contact	PUSH TO EXIT non-illuminated
424	414N	Momentary DPDT	PUSH TO EXIT
425	415N	AA (On/Off) DPDT	NONE

NOTE: AA Models Are Not Illuminated

2" Button - Blue Illuminated button only

422A	Momentary SPDT	
423A	Integrated electronic timer, adj. 1-60 sec, 12/24VDC, DPDT 2Amp contact	

### 2) SPECIFY FINISHES

U	Stainless Steel - Standard
C	605 Bright Brass
M	613 Oil Rubbed Bronze
D	606 Dull Brass
P	625 Bright Chrome

### 3) SPECIFY OPTIONS

L1G	1 Green LED
L1R	1 Red LED
L2	1 Red, 1 Green LED
LY	Tri-color LED - Red, Green, Amber
R	Red Button in lieu of green

## **GENERAL CONDITIONS (READ CAREFULLY)**

### **1. PREPARATION OF BIDS:**

1. Only bids submitted on bid forms furnished by the City will be considered. The City may consider telegraphic bids received prior to the closing time specified if promptly confirmed on bid forms furnished by the City and received two (2) days prior to the bid award date. No TELEPHONE BIDS WILL BE ACCEPTED.
2. Bids to be enclosed in a sealed envelope, plainly identified in the upper left-hand corner with the company name and address and in the lower left-hand corner, the bid number and due date.
3. All bids must be delivered or mailed to the Director of Purchasing, City of Elizabethton, 136 South Sycamore Street, Elizabethton, TN 37643 unless otherwise directed on the bid form.
4. It is the bidder's responsibility to ensure that the written bid is delivered at the proper time and place of the bid opening.
5. No bid received after closing time will be considered. Late bids will be returned unopened.
6. If not offering a bid, bidder must return the bid form marked "NO BID" and state reason for not responding.

### **2. PRICING:**

Each item must be priced separately. Unit prices shall be shown. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after specified time for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.



**3. BID OPENINGS:**

Bids will be opened and read aloud at the specified time and date set in the Invitation to Bid. These meetings are open to the public.

**4. SIGNATURE ON BIDS:**

Each bid must give full name and business address of the bidder and be signed, in ink, by the official of the company authorized to bind his company in contract.

**5. ACCEPTANCE & REJECTION:**

The City reserves the right to reject any or all bids, to waive informalities and to accept the bid if its judgment is in the best interest of the City. If a bidder fails to state a time in which a bid must be accepted, it is understood and agreed that the City shall have sixty (60) days to issue a purchase order.

**6. BID EVALUATION:**

Bids will be evaluated according to the criteria set forth in the Invitation to Bid with the degree of importance to be determined by the City.

**7. AWARD:**

Contracts and purchases will be entered into or made with the lowest responsible compliant bidder meeting specifications for material or services as deemed in the best interest and advantage of the City except as otherwise specified in the Invitation to Bid.

**8. MULTIPLE ITEM BIDS:**

When more than one item is specified in the Invitation to Bid, the City will determine that low bidder either on the basis of the individual items or on all the items included in the bid. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the best interest of the City.

**9. TIME OF DELIVERY:**

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, the bidder shall so state. When no time of delivery is stated, it is understood and agreed that delivery is to be made within two (2) weeks after receipt of order. The contractor shall be required to

maintain or have available an inventory sufficient to make shipment within the time stated in his/her bid. The vendor may request a delivery extension in a letter to the Director of Purchasing if conditions arise that would prevent him/her from meeting his/her quoted delivery schedule. The City reserves the right to accept or reject this request.

**10. DEFAULT:**

In case of default of the Contractor, the City may procure the articles or services from other sources and hold the Contractor responsible for any excess cost resulting from this action.

**11. BRAND NAMES:**

Specifications furnished in the Invitation to Bid are intended to establish a desired quality of performance level or other minimum requirements which will provide the City with the best product available at the lowest possible price. If a bidder offers an alternate he/she must include the brand name and/or model he/she proposes to furnish and include complete descriptive literature and specifications that clearly describes the article offered and how it differs from the referenced brand. Reference to literature previously furnished will not satisfy this provision.

**12. SAMPLES:**

The City may request a sample product as part of a bid. This will be provided at no charge to the City. Samples remain in the Purchasing Department for a period of two (2) weeks following the award of a bid. Vendors are responsible for picking up their samples during that period. Samples not collected by the specified time allowed will become the property of the City. Samples of successful bidders will be retained until delivery is received and is accepted as being equal to their sample.

**13. DISCOUNT PERIOD:**

Time in connection with discount offered will be computed from the date of satisfactory delivery at destination, or from the date of satisfactory delivery at destination, or from the date the correct invoice is received, whichever is later.

**14. FOB (FREE ON BOARD) POINT:**

All prices quoted are to be FOB delivered to the using department, City of Elizabethton, Tennessee (unless another FOB point is stated on the bid form). The successful bidder will assume all responsibility for damage in transit.

**15. TAXES:**

The City is exempt from Federal excise taxes and state and local sale or use taxes. Exemption certificates will be furnished upon request.

**16. CONDITION STANDARDS:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be new and unused and shall be the manufacturer's latest model unless otherwise stated in the bid.

**17. INSPECTION:**

All supplies or materials are subject to inspection and rejection by the City. Rejected materials shall be returned at the bidder's expense.

**18. SAFETY STANDARDS:**

Unless otherwise stipulated in the bid all manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any standards thereunder.

**19. PARTS AND SERVICE:**

The successful bidder must be able to provide adequate parts and service for items bid.

**20. BID TABULATIONS:**

Tabulations of bids will be furnished upon request.

**21. PENALTIES:**

Bidders may be removed from our active bid file for a period determined by the City as a result of any of the following:

1. Failure to respond to a bid request.
2. Failure to meet delivery requirements.
3. Failure to furnish specified items as a result of a bid award.
4. Offers of gratuities or favors to any employee of the City.

Bids may be removed from consideration for the following reasons:

1. Bid received after bid opening time.
2. Bid not signed.
3. Descriptive literature not included with the bid.
4. Sample not provided with bid if requested.

## **22. COOPERATIVE PURCHASING:**

Bidder's/Proposer's are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

## **23. EQUAL OPPORTUNITY:**

It is the policy of the City of Elizabethton to provide equal employment opportunities and provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age, disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the Planning & Economic Development Director at (423) 542-1503 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643. Requests for accommodation of a disability should be directed to the Purchasing Director at (423) 542-1505 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643.

**24. IRAN DIVESTMENT ACT OF 2014:**

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. §12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Elizabethton; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here:

<http://tennessee.gov/generalservices/article/Public-Information-library>.

**25. LICENSES, FEES, PERMITS:**

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Elizabethton in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

**26. NON-COLLUSION AGREEMENT:**

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Elizabethton, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Elizabethton has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

**27. WARRANTY:**

1. Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.