## Anderson County Government

#### INVITATION TO BID (Formal)

Pamela Cotham, Purchasing Agent 100 North Main Street, Courthouse, Rooms 214 and 218 Clinton, Tennessee 37716-3687 (865) 457-6251 <u>purchasing@andersontn.org</u> (865) 457-6252 Fax

Bid No.: 4605

#### Date Issued: 02/20/15

#### Bids will be received until 11:30 a.m. Eastern Time on March 10, 2015

Sealed bids subject to the <u>General Terms and Conditions</u> of this Formal Invitation to 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 BIDS AND TO ACCEPT THE BID DEEMED FAVORABLE TO THE BEST INTEREST OF ANDERSON COUNTY.

Pamela Cotham, Anderson County Purchasing Agent

#### Services or Supplies

Lighting Supplies – Anderson County Government, Anderson County, TN

For the period of July 1, 2015, through June 30, 2016

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

Quantities shown on attachment are estimates. Unless otherwise specified, there is no restriction on the quantity of items ordered.

Bid price to include delivery to:

Anderson County Board of Education, Clinch Avenue., Clinton, TN 37716 Anderson County Courthouse, 100 N. Main Street, Clinton, TN 37716 Anderson County Bank Building, 101 Main Street, Clinton, TN 37716 Anderson County Detention Facility, Public Safety Lane, Clinton, TN 37716

If your bid varies from the specifications, make a full explanation.

All vendors must submit 2 full copies, including brochures, of their bid.

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

# **Bid #4605 Lighting Supplies Specifications**

| Description                              | Brand & Order # | # Per Case | Unit Cost | Total Cost |
|--|-----------------|------------|-----------|------------|
| PAR 150 Flood Bulb                       |                 |            |           |            |
|  |                 |            | <b>.</b>  | <b>.</b>   |
| 500 T2001                                |                 |            | \$        | \$         |
| 500 T3QCL                                |                 |            |           |            |
|  |                 |            | \$        | \$         |
| 1500 T3QCL                               |                 |            |           |            |
|  |                 |            |           |            |
|  |                 |            | \$        | \$         |
| 4ft T5 fluorescent lamp                  | F54T5/850/HO/EA |            |           |            |
|  | A               |            | \$        | \$         |
| Fluorescent lamp F40CW,                  |                 |            | Ψ         |            |
| cool white, bipin base rapid             |                 |            |           |            |
| start, pre-heat                          |                 |            | \$        | \$         |
| 150W/ High Dressure Codium               | LU105 Med       |            |           |            |
| 150W High Pressure Sodium<br>Medium base | LUIUS Med       |            | \$        | \$         |
|  |                 |            | Ψ         |            |
| 100W High Pressure Sodium                | LU100 Med       |            | 0         | ¢          |
| Medium base                              |                 |            | \$        | \$\$       |
| 70W High Pressure Sodium                 | LU 70 Mougol    |            |           |            |
| Mougol base                              |                 |            | \$        | \$         |
| 50W High Pressure Sodium                 | LU 50 Med       |            |           |            |
| Medium base                              |                 |            | \$        | \$         |
| 70 Watt                                  | MVR70U          |            |           |            |
| 70 Wall                                  | 141 4 10/00     |            |           |            |
|  |                 |            | \$        | \$         |
| 100 Watt                                 | MVR100U         |            |           |            |
|  |                 |            |           |            |
| 475 \\/-++                               | MUD 1751        |            | \$        | \$         |
| 175 Watt                                 | MVR175U         |            |           |            |
|  |                 |            | \$        | \$         |
| 400 Watt                                 | MVR175U         |            | +         |            |
|  |                 |            |           |            |
|  |                 |            | \$        | \$         |
| 200 W 125-130V inside frost              |                 |            | 0         |            |
|  |                 |            | \$        | \$         |

# SAME AS OD FOLIVALENT TO

Company Name

| Description          | Brand & Order #   | # Per Case | Unit Cost | Total Cost                            |
|----------------------|-------------------|------------|-----------|---------------------------------------|
| 100 W 125-130V       |                   |            |           |                                       |
| frosted              |                   |            | \$        | \$                                    |
| 60 W 125-130V        |                   |            |           |                                       |
| frosted              |                   |            | \$        | \$                                    |
| 25W 125-130V         |                   |            |           |                                       |
| frosted              |                   |            | \$        | \$                                    |
| Fluorescent          |                   |            |           |                                       |
| lamp cool white      |                   |            |           |                                       |
| 34 watt,             |                   |            |           |                                       |
| FBOCN/G/EQ-II        |                   |            | \$        | \$                                    |
| 75 Watt bulbs-       |                   |            |           |                                       |
| GE-75 A/W            |                   |            | \$        | \$                                    |
| Compact              |                   |            |           |                                       |
| fluorescent lamp     |                   |            |           |                                       |
| (S/E GE F7BX)        |                   |            | \$        | \$                                    |
| Compact              |                   |            |           | -                                     |
|                      |                   |            |           |                                       |
| fluorescent lamp     |                   |            | \$        | \$                                    |
| (S/E GE F5BX)        |                   |            | ¥         | · · · · · · · · · · · · · · · · · · · |
| 4 ft fluorescent     |                   |            |           |                                       |
| lamp (S/E GE         |                   |            | \$        | \$                                    |
| F40CW)               |                   |            | <u>۵</u>  |                                       |
| Lamps for            |                   |            |           |                                       |
| security lights      |                   |            | ¢         | ¢                                     |
| (S/E LU150/55)       |                   |            | \$        | \$                                    |
| 28W fluorescent      | Philips           |            |           |                                       |
|                      | (F32T/ADV841/EW)  |            |           |                                       |
| ala atrania halla at | Dhilling Ashanna  |            | \$        | \$                                    |
| electronic ballast   | Philips Advance   |            |           |                                       |
|                      | (IOPA-4P32-LW-SC) |            | \$        | \$                                    |
| ballast kit for      | Philips Advance   |            | Ψ         | φ                                     |
| LU150                | (71A8172-001D)    |            |           |                                       |
| 20100                | (170172-0010)     |            | \$        | \$                                    |
| 26W 4-pin            |                   |            | -         | · · ·                                 |
| double compact       |                   |            |           |                                       |
| fluorescent lamp     |                   |            | \$        | \$                                    |
| Electronic           | Philips Advance   |            |           |                                       |
| Ballast              | (IOPA-3P32-LW-SC) |            |           |                                       |
| Dunuot               |                   |            | \$        | \$                                    |
| Electronic           | Philips Advance   |            |           |                                       |
| Ballast              | (IOPA-2P32-LW-SC) |            |           |                                       |
|                      |                   |            | \$        | \$                                    |
| Silhouette High      | F54T5/841 HO      |            |           |                                       |
| Output bulb          |                   |            |           |                                       |
|                      |                   |            | \$        | \$                                    |

# Bid #4605 Lighting Supplies Specifications (Continued)

Company Name

| Description             | Brand & Order #   | # Per Case | Unit Cost | Total Cost |
|-------------------------|-------------------|------------|-----------|------------|
| 17W bulb                | F17T8TL841 24"    |            |           |            |
|                         |                   |            | \$        | \$         |
| 25W bulb                | F32T825WADV850XEW |            |           | 5          |
|                         |                   |            | \$        | \$         |
| Optium 120 to 277 Volts | IOPA-3P32-LW-SC   |            |           |            |
| ballast                 |                   |            | \$        | \$         |
| CFL 20W Spiral<br>5pk   | 3235066           |            |           |            |
| Эрк                     |                   |            | \$        | \$         |
| Flur F40W/CW<br>Buld    | 3368800           |            |           |            |
| Bulu                    |                   |            | \$        | \$         |
| CFL 20W SW<br>5pk       | 3285996           |            |           |            |
|                         |                   |            | \$        | \$         |
| CFL 26W Spiral<br>5pk   | 3225074           |            |           |            |
|                         |                   |            | \$        | \$         |

It is our intent to request a three (3) year contract. Please specify the amount of increase above your first year bid, if any, for the second and third year(s).

| Second Year:                               | _%, Third Year:_       | %                 |                       |  |  |  |
|--|------------------------|-------------------|-----------------------|--|--|--|
| Discount given on items not listed above – |                        |                   |                       |  |  |  |
| Delivery time required -                   | Delivery time required |                   |                       |  |  |  |
| Company Name                               |                        | Signature         | Date                  |  |  |  |
| Address City, State &                      | Zip Code               | Bid Represen      | tative (please print) |  |  |  |
| ()<br>Phone Number                         |                        | ()_<br>Fax Number |                       |  |  |  |

# **BACKGROUND CHECK COMPLIANCE FORM**

#### ANDERSON COUNTY GOVERNMENT

PURCHASING DEPARTMENT 100 N. MAIN STREET, ROOM 214 or 218 CLINTON, TN 37716 (865) 457-6251 (865) 457-6252 (Fax)

| bid number <u>4605</u> | CONTRACT NUMBER |
|------------------------|-----------------|
| BID NUMBER <u>4005</u> |                 |

**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) |
| <b>INTERNAL OFFICE USE ONLY</b> |                    |
| Notes                           |                    |
|                                 |                    |

### BID NUMBER: 4605

# BID TITLE: Lighting Supplies

#### **BID ENVELOPE SUBMISSION INSTRUCTIONS:**

Bids <u>MUST</u> 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 <u>correct location by the correct time</u> 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, SUITES 214 AND 218 CLINTON, TN 37716 purchasing@andersontn.org Website: <u>http://andersontn.org/purchasing.html</u> (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 markthroughs.

#### **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** <u>NO CONTACT POLICY</u>: 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 <u>QUESTIONS</u>**: 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 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 <u>purchasing@andersontn.org</u> 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<u>TAXES</u>:** Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

**1.6 <u>CONFLICT OF INTEREST</u>**: 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<u>NON-COLLUSION</u>: 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**<u>NON-DISCRIMINATION</u>: 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 <u>SAME AS OR EQUIVALENT TO:</u>** 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 <u>MULTIPLE BIDS/AWARDS</u>**: 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 anytime.

**1.11** <u>STATE OF TENESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119 b):</u> No bid will be opened or considered for which the total cost of the project is <u>twenty-five thousand dollars (\$25,000) or more</u>, unless the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's 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** <u>ACCEPTANCE</u>: 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. to be supplied, their conformity with specifications, their suitability to the requirements of Anderson County and the delivery terms. Any or all bids may be rejected for good cause.

**1.13 <u>BID AWARDS</u>**: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications, their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

**1.14** <u>PROTEST</u>: 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 <u>DELIVERY</u>**: 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 <u>VENDOR'S DEFAULT</u>: 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 <u>DUPLICATE COPIES</u>**: Anderson County requires that all vendors submit one original and one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

**1.19 DRUG-FREE WORKPLACE:** Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

**1.20** <u>RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS</u>: 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** <u>SCHOOL CAFETERIA BIDS</u>: 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 <u>TERMINATION</u>**: 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** <u>OSHA SAFETY</u>: 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** <u>PERFORMANCE BOND</u>: 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** <u>BACKGROUND CHECKS</u>: 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**<u>AWARD RESULTS</u>: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to its web page: <u>http://andersontn.org/purchasing.html</u>. Individual notices are normally not mailed or e-mailed except to the successful vendor.

**1.27 <u>PRICE INCREASE/DELIVERY CHARGES</u>**. 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**<u>INDEMNIFICATION/HOLD HARMLESS</u>: 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** <u>**DECLARATIVE STATEMENT:**</u> 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** <u>WAIVING OF INFORMALITIES</u>: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

**1.31** <u>APPROPRIATION:</u> 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** <u>ASSIGNMENT:</u> 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** <u>UNIT PRICE</u>: 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.

**<u>1.36</u>** <u>PRE-BID CONFERENCES</u> – 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** <u>ADDENDUM</u> -Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website <u>purchasing@andersontn.org/purchasing.html</u> 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** <u>WEATHER ISSUES</u> - In the event of a situation severe enough to cause the Anderson County Mayor to close the Anderson County Government Offices for any reason, the Purchasing Agent has the prerogative of rescheduling the bid opening time and date. No bidder/proposer will be considered above all other bidder/proposers by having met the bid or proposal time and date requirements to the exclusion of those who were unable to present their bid or proposal due to a situation severe enough to cause the closing of County Offices.

#### **BID NUMBER: 4605**

# **BID TITLE: Lighting Supplies**

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

| SEC                     | TION 2. BID INFORMATION  | SECTION 3. VENDOR INFORMATION   |
|-------------------------|--|---|
| 2.1                     | I acknowledge the receipt of:<br>(Please write "Yes" if you received)<br>Addenda 1 Addenda 2<br>Addenda 3 Addenda 4  | Vendor Name   |
| 2.2                     | Please list and include in your bid packet all warranty<br>information concerning length and coverage below<br>("Standard Mfg. Warranty" is unacceptable):   | Vendor Address City   |
| 2.3                     | Guaranteed days till delivery after receipt of purchase  | StateZip     Telephone Number   |
| 2.4                     | order:<br>Additional Shipping, Freight or Handling Fees<br>\$Total. (To be added to bid.)  | Fax Number  |
| 2.5                     | If bid varies from the specifications, make full explanation.  | Contact Person (Please Print)   |
| 2.6                     | Payment terms shall be days.<br>Offers of less than 20 days will not be considered in<br>bid evaluation. Anderson County's normal payment<br>terms of Net 30 will be adopted if no other terms are<br>quoted and accepted.   | E-Mail Address<br>Taxpayer Identification Number: Social Security, Employer<br>Identification Number:   |
| opo<br>2.8 Bio<br>iter  | d Pricing will remain stable days from bid ening.         dding on "all or none" basis Bidding on "low m" basis (Please check one)         ll you honor additional purchases at this same price?        YesNo  | What is the major service or product your company provides?<br>(Explain/Describe)   |
| ind<br>age<br>or<br>adj | operative Purchasing Agreement: Vendors are to<br>licate if it is permissible for other governmental<br>encies in the State of Tennessee to purchase these items<br>services at the same price. Freight charges may be<br>usted to reflect differences in delivery costs to other<br>ations. | Authorizing Signature:  |
|                         | Please indicate vendor's approval of the Cooperative<br>Purchasing AgreementYesNo  | (Please sign original in blue ink)  |
| State of License        | Tennessee Contractors' License Number: (See item 1.11)   | I agree to abide by all Terms and Conditions of this<br>Invitation to Bid and certify that I am authorized to sign this<br>bid for the vendor. Failure to include any information<br>mentioned in the bid or to comply with these bid instructions<br>may result in rejection of your entire bid. Signing the Bid<br>Form affirms that the original Invitation for Bid document<br>has not been altered in any way. |

## BID NUMBER: 4605

#### **BID TITLE: Lighting Supplies**

#### 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 <u>must</u> 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. | $\boxtimes$ | Workers Compensation<br>Employers Liability  | Statutory limits 100,000/100,000/500,000            |
|----|-------------|--|---|
| 2. |             | Commercial General Liability         Occurrence Form Only         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 | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 3. |             | Business Auto         Include Garage Liability         Include Garage Keepers Liability         Copy of Valid Drivers License         Copy of Current Motor Vehicle Record         Copy of Current Auto Liability Declarations   | \$1,000,000<br>\$1,000,000<br>Page                  |
| 4. |             | Crime Coverages<br>Employee Dishonesty<br>Employee Dishonesty Bond   |   |
| 5. |             | Property Coverages Builders Risk Inland Marine   |   |

Transportation

6. Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. <u>MUST</u> 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 <u>must</u> 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 <u>21 (twenty-one) calendar days</u> 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)

 $\square$ 

Date