

MEIGS COUNTY PURCHASING AND FINANCE COMMISSION

BID TERMS AND CONDITIONS

1. Bids must be submitted with this form and bear the handwritten signature of an authorized representative of the company to be considered valid. Each bid will be placed in a separate envelope. Ensure that the envelope is completely and properly identified with a description of the item/project and sealed. Unless otherwise stated by the County, no bidder may withdraw a bid within a period of thirty (30) days after the date set for the opening of the bids.
2. Prices shall be quoted FOB Decatur, TN. Delivery to Meigs county locations shall be without additional charges.
3. Failure to examine drawings, specifications, and instructions will be at the bidder's risk. If a bidder is in doubt as to the true meaning of any part of the drawing, specifications, instructions, or any other documents, he/she should submit a written request for an interpretation to the Director of Purchasing and Finance. An interpretation of the document will be made only by addendum issued by the Director of Purchasing and Finance to each firm to whom an invitation was forwarded. The County will not be responsible for explanations of interpretations of bid documents except as issued in accordance herewith.
4. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, should be furnished. If no mention is made of any exceptions, it is assumed that he/she is bidding on the article mentioned and not an approved equivalent. If a brand name is listed on the bid package and a vendor intends to bid another name it is the responsibility of the bidder to notify the Director of Purchase and Finance of his/her intent to do so by seven (7) days prior to bid opening. This is to allow time evaluate equipment or product. Failure to do so disqualifies the bidder. An approved equivalent is defined as a bid item that meets or exceeds every specification provided in the bid specifications and is approved by Meigs county Purchasing and Finance commission. However, the Meigs county Purchasing and Finance commission reserves the right to choose a specific name brand if standardizing to accommodate parts supply, knowledge, or maintenance and to prevent the purchase of specialty tools.
5. The bidder is requested to attach brochure-type information and written specifications on the supplies furnished. All guarantees and warranties should be clearly stated.
6. TAXES:
 - A. MATERIALS/EQUIPMENT- Meigs County is exempt from Federal Excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. Exemptions certificates will be furnished upon request.

B. CONSTRUCTION PROJECTS- Meigs County is exempt from Federal Excise taxes and state and local sales taxes for incidental items we furnish directly for construction or repairs to municipal owned structures or facilities.

Contractors are responsible for paying the sales tax for any materials used on a municipal project unless they are specifically exempted by the State of Tennessee.

7. Bids and modifications or corrections thereof received after the closing time specified will not be considered. Meigs County is not responsible for delays in delivery by mail, courier, etc.
8. Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form.
9. Any alterations, erasure, addition to or omission of requested information. Change of the specifications, or bidding schedule, is made at the risk of the bidder and shall result in the rejection of the bid, unless such changes are authorized by the specifications.
10. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract whichever is the later date.
11. Charges for boxing or cartage will not be allowed unless previously agreed upon.
12. Default in promised delivery and/or failure to comply with specifications authorizes the County to purchase supplies elsewhere and charge the difference to the defaulting vendor.
13. Bidder agrees to defend and save Meigs County from and against all demands, claims, suits, costs, expenses, damages, and judgements based upon infringements of any patents relating to goods specified in this order or the ordinary use or operation of such goods by the County or use or operations of such goods in accordance with bidders' direction.
14. In case of error or discrepancy in the mathematics of the bid price or the unit process shall prevail.
15. By submission of a signed bid, the bidder certifies total compliance with the Title VI and Title VII of the Civil Rights Act of 1964, as amended and all regulations promulgated thereunder.
16. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work, or service desired in the best interest and advantage to Meigs County. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that they would be judged by the appropriate County authority to be capable of satisfying the County's needs for a specific contract or purchase order.
17. The County reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all the items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The County reserves the right

to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.

18. The County reserves the right to determine the low bidder by durability and maintenance cost over the life of the vehicle, equipment, goods, or services. This may be done by means of past experience or research. Initial cost may not determine low bid.
19. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.
20. It is the responsibility of the bidder to obtain a purchase order BEFORE any goods, equipment, or services are rendered. Failure to do so may result in delays or nonpayment of invoices.

BIDDER'S COMPANY NAME, SIGNATURE, AND DATE INDICATE THAT THESE TERMS AND CONDITIONS HAVE BEEN READ, UNDERSTOOD, AND ACCEPTED.

BIDDER'S COMPANY NAME: _____

COMPANY REPRESENTATIVE: (PRINT) _____

REPRESENTATIVE SIGNATURE: _____

DATE: _____