



# INVITATION TO BID

JOHNSON COUNTY PURCHASING AGENT  
211 N. CHURCH STREET  
MOUNTAIN CITY, TN 37683  
Phone: (423) 727-7861

Requisition # 33089

Bid Name Electrical Repair 17-8

Sealed bids will be received by the Johnson County Purchasing Agent until the date shown below for articles specified below, and under the following conditions, unless otherwise specified by the Johnson County Purchasing Agent:

**Invitation to Bid:** Electrical Repair Contractor (AS NEEDED)

(Description on Page 3)

**For:** Johnson County Government

**Sealed Bids will be accepted until:** September 07, 2017; 2:00 PM

**Date/Time of Bid Opening Meeting:** September 07, 2017; 2:00 PM (Bid Opening Meeting is subject to Date & Time Changes, when deemed necessary by the Purchasing Agent. An attempt will be made to notify all known involved parties, and a "Notice of Meeting Change" will be posted at the county courthouse reflecting new meeting date/time.)

Prices quoted must include all transportation charges, packing, and drayage. **Proposals must be free from alteration, or erasures, and all signatures must be hand signed in ink by individual or firm making the proposal.** Carefully review all sections before submission.

Incomplete documents may be rejected. You may include other documentation for review inside sealed bid envelope. The Purchasing Agent/Committee and/or the Johnson County Commission, reserve the right to waive technicalities, to reject any or all bids, to request additional information from all proposers, to use any ideas presented in proposals, and to negotiate with one or more of the finalists regarding terms of the engagement. Johnson County, TN intends to select the company that, in its opinion, best meets the County's needs. All documents become the property of Johnson County, TN when submitted, and will not be returned. Johnson County is not responsible for any cost related to proposal submissions.

**ITB Return Address for the outside of the envelope:** Johnson County Purchasing Agent  
Dustin Shearin  
211 N. Church Street  
Mountain City, TN 37683

**\*Note:** Any potential bid packages that are not plainly marked are considered VOID if mistakenly opened prior to the scheduled proposal opening meeting. Bidders must submit the attached Drug Free Workplace affidavit within the sealed bid package, stating that they have a drug-free workplace program in effect at the time of submission of the bid, in accordance with T.C.A. § 50-9-113.

All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.



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## Basis of Award:

Bids will be evaluated based upon the following criteria:

1. Verification of State of TN Licensure & Insurances.
2. Past experience and performance of the proposer's team on similar work including: individuals in the firm assigned to do the work; cost control; quality of work, and meeting scheduled milestones.
3. Cost. Will services be performed at fair and reasonable prices?

If the above information is not provided within sealed bid envelope, Johnson County, TN reserves the right to contact bidder for further information, conduct independent reviews and interview vendors submitting bids prior to making any selection. Johnson County, TN will not be liable for any costs associated with your firm preparing its response to the Invitation to Bid.

Awarding will be made to a primary & possibly a secondary vendor who meets the requirements of the solicitation and who have submitted the best responsive bids. Awarding of this contract to the successful vendor is contingent upon approval by all necessary involved parties. \*\*\*Bid awarding results will be made available upon request, and in accordance to applicable state law. \*\*\*

Bids will not be considered unless accompanied by this complete signed original document.

Contractor shall provide Insurance Coverage information prior to the beginning of contract term. Coverage shall be in effect throughout the awarded term. Insurance documents provided shall name Johnson County, TN as an endorsement. Coverage shall include when required:

- Commercial General Liability
- Comprehensive Automobile Liability
- Worker's Compensation Insurance
- Professional Liability Insurance

Johnson County, TN reserves the right to waive or impose any additional insurance or bond requirements, during the contract negotiation and execution phase. Please feel free to call Johnson County Purchasing Agent, Dustin Shearin with any questions you may have. (423) 727-7861



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## DESCRIPTION OF GOODS/SERVICES WANTED

### Electrical Repair Contractor(s) (AS NEEDED)

**Specifications:** Request for bid pricing for AS NEEDED electrical repairs within Johnson County as requested per the following information. Listed below are preliminary details for this request, but may change as required by Johnson County.

#### **SCOPE:**

It is the intention of Johnson County, TN to enter into a one-year contract, with option for (4) One Year renewals, for electrical related installation services & repairs on an "as needed" basis with up to two vendors. This specification describes the requirements to provide electrical installation and repair services at various Johnson County facilities. The successful bidder will perform electrical services for the various Johnson County facilities. The County reserves the right to receive three competitive quotes/bids if the project is expected exceed \$5,000.

#### **REQUIREMENTS:**

1. The contractor shall furnish labor, miscellaneous parts, equipment, tools, transportation, methods of communication, and if required, miscellaneous services.
2. The contractor shall provide qualified technicians to perform various duties as directed by authorized County employees. Contractor shall not invoice for the services of a technician's helper or more than one technician unless it is absolutely necessary to perform the service.
3. The contractor shall guarantee a two (2) hour response time in the event of an emergency call determined by the County Mayor or County Purchasing Agent.
4. Technicians shall contact the authorized County representative upon arrival at the job site. Actual travel time to and from the job work location is not reimbursable under the purchase order. Technicians shall ensure that the authorized County representative logs the start and completion times on the service ticket for services performed. Technicians shall provide the following information on the service ticket: Department name and location (i.e. building address, room & floor number), name of technician(s) performing the work.
5. All work required to correct any problems diagnosed by the contractor must be approved by the County representative. Contractor shall work until each job is completed.
6. Any work requiring a separate license shall be performed under the applicable license as required under local or state law.
7. Contractor shall leave the work area broom-clean of materials, debris, and equipment and shall dispose of all defective materials removed in performance of the service and within strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc.
8. Contractor shall clean, repair, or replace any item damaged by the contractor during the performance of the service at no additional cost to Johnson County.
9. A separate purchase order will be issued for each job. At the completion of each job, the contractor will provide an invoice referencing the purchase order number. Materials will be furnished at cost or from a publicly published standard price guide rate, less any discount extended to the contractor. Price guide documentation shall be provide upon request of the County Purchasing Agent to verify accuracy.
10. Bidders will quote an hourly labor rate as specified below.

#### **MISCELLANEOUS SERVICES:**

Contractor shall provide miscellaneous services (such as rental equipment, insulation services, and sheet metal fabrication), as necessary to complete needed electrical work. The cost of such services shall be included in the cost estimate of the job and be billed by the contractor as a part of the job.

#### **UNSATISFACTORY PERFORMANCE:**

Johnson County may consider the following performance by the contractor as unsatisfactory performance:

1. In excess of one service "call back" to correct the same problem within 30 consecutive calendar days.
2. In excess of one instance within one calendar year of contractor personnel assigned to an authorized service call not having the skill or knowledge to diagnose the problem and/or perform the repair.



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## PERFORMANCE WARRANTY:

Work performed under the purchase order shall meet all applicable requirements of the latest revision of the Mechanical, National Electrical and Unified Building and Plumbing codes. The contractor shall guarantee all work against any defects in workmanship; and shall satisfactorily correct, at no cost to Johnson County, any such defect that may become apparent within a period of one year after completion of work.

## MATERIAL WARRANTY:

Parts furnished under this bid shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shop worn, demonstrator, prototype, reconditioned or discontinued models are NOT acceptable. The warranty period for contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty shall commence upon the date of acceptance by Johnson County. Contractor shall provide the County's representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

## SAFETY:

Contractor shall provide all equipment and tools which shall be the appropriate type for the task and shall be well maintained, calibrated, and in proper working order before use in the performance of the work. Contractor shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to insure the service can be completed in an orderly, safe manner. Contractor shall maintain a safe work environment at all times. Contractor shall report to the County's representative the existence of unsafe condition(s) that may compromise the performance of the service

## BUILDING RESTRICTIONS:

**Parking:** The contractor shall make arrangements with the County's authorized representative prior to off-loading tools and equipment at the job site. Contractor shall park in designated visitor parking spaces.

**Restrooms:** Restrooms shall NOT be used for washing tools or equipment.

**Security:** The contractor shall provide and update a list of all contractor personnel whom may be on site to provide services.

**Access:** Contractor shall notify County's representative upon arrival at the building and be escorted to the job site. Contractor may be required to abide by rules set forth as security measures by Johnson County, such as security screenings of each person and any bags, boxes or tools, etc.

## PAYMENT:

A work order (or similar form) including the **exact hours** worked on each job and **signed** by a County employee will accompany each invoice. Labor shall be paid at the rates quoted in the bid proposal.

Miscellaneous parts will be paid as listed in the manufacturer's list price column of the most current edition of the price guide as stated above, less the percentage of discount from list price as paid by the contractor.

Miscellaneous parts not listed in the price guide will be paid at the current manufacturer's published suggested retail price list, less the percentage of discount extended to the contractor. If required during the bid period, miscellaneous services provided by subcontractors, shall be paid at the cost of the actual invoice from the subcontractor for these services. A copy of the subcontractor invoice to the contractor shall be included with the contractor's invoice to Johnson County.

Invoice documentation shall include:

1. A copy of work order/service ticket
2. Itemized work time and date of service with the labor charges clearly shown.
3. Itemized list of vendor supplied materials with a copy of the approved price guide when applicable.
4. If applicable, copies of actual material invoices may be requested

**For further details and/or questions please call Dustin Shearin @ Phone # 423-727-7861.**



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## BID PRICING:

Please indicate you company's regular working hours \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

### First Year Pricing

#### Hourly Rates for Repair

Regular labor per hour	\$ _____	per hour for 1 man.
Regular labor per hour	\$ _____	per hour for 2 men.
After Hours labor per hour	\$ _____	per hour for 1 man.
After Hours labor per hour	\$ _____	per hour for 2 men.
Mileage or Trip Charge (If Any)	\$ _____	per work order/per mile or initial trip.
Truck Charge (If Any)	\$ _____	per work order.

Specify if Vendor is willing to negotiate contract extensions each year up to total of 5 years in contract pricing length. If so, state terms for contract extension/price increase %'s. \_\_\_\_\_

Johnson County reserves the right to re-bid all items/services, and not extend terms whenever necessary.

**NOTES:** This bid term is being let contingent upon funds being available at time of needed repairs. Any repairs cannot be started until the Purchasing Agent has issued a Purchase Order for each job request.

Written terms and conditions, all necessary insurance, permits, and license documentation shall be in place prior to any work being completed. All terms, conditions, and/or contracts shall be reviewed by the County Attorney as to acceptable form.

The local government will pay the Contractor per Johnson County policy **after** having received satisfactory completion of each job request, and a detailed invoice signed by the necessary department head at each job location in accordance with the issued purchase order.



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## Vendor Contact Information

Company Name: \_\_\_\_\_

Company Mailing Address: \_\_\_\_\_

\_\_\_\_\_

### Primary Contact Information:

### Secondary Contact (If Applicable):

Name \_\_\_\_\_

Name \_\_\_\_\_

Phone # \_\_\_\_\_

Phone # \_\_\_\_\_

CONFLICT OF INTEREST (ACCORDING TO: T.C.A. 5-14-114) - No member of County of Johnson Legislative body, and no other officer, employee, or agent of the County of Johnson who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest in, and/or receive any monies or anything of value directly or indirectly from this Contract.

IRAN DIVESTMENT ACT – By submission of this proposal, each proposal and each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to T.C.A. 12-12-106.

NON-COLLUSION AFFIDAVIT – The agent of the vendor hereby certifies to the best of his/her knowledge and belief that this proposal to Johnson County, TN has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said proposal have not be communicated by the undersigned, nor by any employee or agent of the vendor, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said proposal.

The undersigned firm or individual(s), proposes to follow all conditions set forth in this document, to furnish and deliver to the place designated, the named supplies/services at the prices bid within the proposal, same to be charged to Johnson County. We guarantee all the above named goods/services to be in accordance with specifications or equal.

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)



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## Bid Package Checklist:

- Review Specifications & Requirements within Invitation to Bid Document.
- Bid Prices Listed on page 5 of this document.
- Fully Signed Original Invitation to Bid Document (Include all pages originally provided).
- Completed Drug Free Workplace Affidavit.
- W-9 Information.
- Insurance documents as required. (May be provided at later time, prior to beginning of contract term.)
- Contractor Specific Information Documents.
- Any other information necessary for review by Purchasing Agent or Johnson County Government.
- Properly prepared envelope according to requirements.

**DRUG FREE WORKPLACE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

1. 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.
2. 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 and 50-9-114.

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: \_\_\_\_\_



**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	<b>Johnson County Government</b> 211 North Church Street Mountain City, TN 37683
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number													
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Employer identification number													
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**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.