

**Bid No. 2023-0068 Townsend Elementary School Cooling Tower –  
Purchase/Replacement and Installation Services**

**Terms and Conditions of the Invitation to Bid    Special Provisions**

1. **Intent:** It is the intent of this Invitation to Bid (ITB) to secure and agreement with a Contractor for provision of equipment, removal and installation services of a Cooling Tower at the Townsend Elementary School located at 140 Tiger Drive, Townsend, TN 37882 (here in after referred to as the “School”). This solicitation will also be made available to other Governmental agencies upon request. Therefore, the unless specifying otherwise, the authorized signer of this agreement, in addition to agreeing to the terms and conditions of this ITB will, via their signature, acknowledge their acceptance to the **School’s** extension of this agreement to other Governmental Entities.
2. **Pre-Bid Meeting:** A pre-bid meeting will be held at the school at **10:00 am on Monday, September 12, 2022**
3. **Questions and Answers:** **Bidders** may submit written questions in the Online Bidding System **by 5:00 pm on Friday, September 16, 2022** as indicated in this ITB on the enclosed “Attachment A - Schedule of Events”. Bidders may only rely on written statements issued by Addendum as official communication. Any oral communications are unofficial and are not binding on the **Schools**
4. **Substitution Requests:** **Bidders** may submit request for the School’s review and consideration of equipment substitutions in the Online Bidding System **by 5:00 pm on Friday, September 16, 2022** as indicated in this ITB on the enclosed “Attachment A - Schedule of Events”. Bidders needing to attach spec sheets, etc.to their request are to contact Jackie Cooper at [jcooper@blounttn.org](mailto:jcooper@blounttn.org) and request instructions for those submittals prior to the due date. Bidders will receive a written response regarding the acceptance or denial of each request through an Addendum as the official communication. Any oral communications are unofficial and are not binding on the **Schools**
5. **Term:** The term of this contract, if awarded, shall begin upon award and continue through completion of the work required. The contractor warrants that the pricing stated in their bid is all-inclusive pricing for the project.
6. **Brand Name or Equal:** Reference to brand name and model is made to establish a required level of quality, and it is not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is provided. It shall be the responsibility of the vendors to furnish specifications demonstrating the quality of the product offered. The County may require the bidder to submit, at no cost to the County, additional data if needed or a sample of the alternate. Failure to provide this data may be considered valid justifications for rejection of a bid. Blount County shall be the sole judge of whether an alternate is equivalent to the item specified
7. **Contractor Licensure Requirements, If Applicable:**  
**Projects Under \$25,000** - The contractor must be currently licensed to do business in the state of Tennessee and have a minimum of ten (10) years of experience in the same or similar business as this bid requires. A minimum of three (3) references who are prior clients of this type of purchase must be provided in the bid response’s “Attributes” tab of the online bidding system.  
**Projects \$25,000 or Greater** - The contractor must be currently licensed to do business in the state of Tennessee and compliant with Tennessee Code Annotated (T.C.A.) Title 62 (Contractor’s License Law and Rules and Regulations of the Tennessee Board for Licensing General Contractors).
8. **Blount County, TN business license:** The successful bidder may be required to obtain a Blount County, TN business license. For more information regarding this requirement, please phone the Blount County, TN County Clerk’s office, 865-273-5800. The following link is provided for the application for the business license: [application](#). The application may also be completed online and that application can be found on the Blount County, TN County Clerk’s Online Services webpage or the following link: [online application](#) under New Business Application. If a Blount County license is obtained, please email a copy to [purchasing@blounttn.org](mailto:purchasing@blounttn.org).
9. **Project Funding:** **Bidder’s** pricing is to be all inclusive (labor, materials, supplies, tools, equipment, taxes, freight, etc.) and shall be quoted in compliance with federal grant funding streams which include adherence to the federal clauses contained within this bid. All federal clauses should be adhered to as

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applicable to the products/delivery provided.

10. **ESSER Grant Funding:** This project's compensation will be from the federally awarded grant program for schools, Elementary and Secondary School Emergency Relief Fund (ESSER). Therefore, all Bidders are to be in compliance with all applicable clauses contained in EXHIBIT B of the bid and be prepared to discuss any variants to these clauses and the use of the awarded funds during the County's Pre-Conference Meeting or submit questions regarding this in the online bidding system prior to the due date.
11. **Davis-Bacon:** The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The "related Acts" include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of "related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act. – **See Attachment "O" for details.**
12. **EDGAR Conflict of Interest Requirements:** In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
13. **Bid Deposit (Bond):** Bidders must include a bid deposit (bond) in the amount of 5% of their bid amount with their bid submission. See Section 5 in the Terms and Conditions of this Invitation to Bid.
14. **Performance and Payment Bond:** The successful bidder will be required to provide the County a Performance and Payment Bond in the amount equal to their bid. The bond shall be from a surety company licensed to do business in the State of Tennessee. A cash bond or bank irrevocable letter of credit may be substituted for the surety bond. The bond document, cash or certified check must be submitted to the Blount County Purchasing Department within ten (10) days of notice of intent to award.
15. **Taxes:** All sales and use tax liability rests with the awarded Bidder.
16. **Invoices – Payments:** Invoices shall be directed to the **School's** Accounts Payable Department, Blount County Schools Central Office, 831 Grandview Drive, Maryville, TN 37803 on a monthly basis. All invoices shall be itemized to include the date of service, description of service, location, cost and an extended cost (for each line item of the invoice) and any other relevant detail requested by the Facilities and Capital Projects Supervisor. All service is to be billed no later than the month following the service completion. The awardee(s) is to submit invoices within a timely manner during the **School's** fiscal year and should be submitted no later than the month following completion. In accordance with Blount County, TN's payment terms, all payments are due to **Bidder** no later than thirty (30) days after the later of the following:
  - a. the date the performance of the service under the Agreement is completed; or
  - b. the date the **Schools** receives the invoice for services under the Agreement.
17. **Independent Contractor:** The **Contractor** shall be an independent contractor and not an employee of the **Schools** when providing products/services to the schools. The employees of the **Contractor(s)** shall be considered solely employees of the **Contractor(s)** and shall not be considered employees or agents of the **Schools** in any fashion.

The **Contractor(s)** deliver the required products/services which are compliant with the rules, policies, and statutes of the local, state and federal governments.

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The **Schools** shall be legally and financially responsible for the installation of the units and ensuring the installation services are compliant with the rules and regulations of the local, state and federal governments.

18. **Safety:** Bidder, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the provision of the equipment under the Agreement, including, without limitation, those promulgated by the **Schools** and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Bidder shall comply with all other safety guidelines and standards as required by the **Schools**. Bidder shall indemnify and hold the **Schools** harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Bidder's obligations under this provision.
19. **Authorization to do Business in Tennessee:** Service responses will be accepted from responses submitted by qualified individuals and organizations properly and currently licensed to do business in the state of Tennessee. Companies outside of Tennessee wishing to do business with Blount County must have proof of a current Certificate of Authority from the Tennessee Secretary of State office before entering into any acquisition, agreement or contract with Blount County per Tennessee Code Annotated § 48-11-309. Application forms for this certificate can be downloaded from the Secretary of State website at <https://sos.tn.gov> or by phoning 615-741-2286.
20. **W-9:** Bidders shall complete and submit the enclosed W-9 with their Responses.
21. **Business Tax and License Affidavit:** The successful bidder must not be delinquent on their business tax or license. The Business Tax & License Affidavit attached in this bid shall be completed and submitted with the Bidder's submission. A copy of the current business license shall be provided upon request by The County, The Blount County Board of Education or the Schools.
22. **Drug-Free Workplace:** A contractor with five (5) or more employees must provide the **County** Purchasing Agent with a sworn affidavit stating that their company has an active Drug-Free Workplace Program that complies with T.C.A. § 50-9-113. This affidavit shall be provided with the bid documents, if applicable.
23. **Background Check:** Prior to the Contractor's employee having contact with students or entering school grounds when students are present, the employee of the successful vendor or subcontractor must submit to a Federal background check. Reference TCA § 49-5-413 as amended in Public Chapter 1080. This check is at the vendor's expense and is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation. The successful Bidder must return the attached compliance form to Blount County prior to performance of contract work. Information regarding this law and the steps to start the process may be obtained on the Blount County website at <http://www.blounttn.org/740/Purchasing-Documents>.
24. **Iran Divestment Act Certification:** The successful bidder must comply with TCA Title 12, Chapter 817. The Iran Divestment Act Certification in the Bid Attachments of this ITB shall be notarized and submitted with your bid response
25. **Boycott of Israel:** By submitting a bid in response to this request, The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-127. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
26. **Bid Due Date and Submissions:** Bids must be submitted in the manner described in T.C.A. § 62-6-119 (Required disclosures by Bidders) and are due **at 1:30 PM, Monday, September 26, 2022 (see online bidding system for location detail)**. Bids are to be submitted at the Blount County, TN Courthouse, Purchasing Department when in a Manual format or electronically in the Blount County, TN Online Bidding System. Note: Blount County does not accept responses by facsimile or email. Only responses submitted electronically in the County's online bidding system or manually via in person delivery, mail or expedited carrier are acceptable response formats.
27. **Electronic Responses:** Bidders may obtain and submit responses electronically by registering with Blount County, TN at <https://blounttn.ionwave.net/login.aspx>. **Information can be put into the Online Bidding**

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**System as soon as the bid is posted.** Therefore, all required attachments and other requested information to be completed in the system (attributes, line items, Response Attachments, etc.) can be loaded in the system as early as bidders have the information available to complete. We **strongly encourage** bidders to begin the process in the system as soon as possible rather than waiting until the due date to place your information in the system.

28. **Manual Submissions:** Manual submissions are due in the Blount County Purchasing office by the date and time specified below. These submissions must also include all documentation requested in the system to include but not limited to all attachments, response attachments, attributes and line items. A copy of the final online bid for this service will be included in the “Attachments” tab for Contractors who choose to submit a manual bid. This document will include all attributes and line items requiring response and submittal. If additional space is needed for any of the information, please attach a separate sheet to the document.

All manual submissions must have the Bid Envelope Cover Page attached to the outside of the sealed bid envelope. All bids will be **due and opened in the Purchasing Department’s Office at 1:30 PM, Monday, September 26, 2022.** Manual submissions must include the bid cover page and be contained in a sealed envelope which shall be labeled on the outside with the following information:

The Blount County Courthouse  
Purchasing Department, Room 319  
ITB No. 2023-0068  
385 Court Street,  
Maryville, Tennessee 37804-5906

29. **Insurance:** The successful bidder will be required to provide a Certificate of Liability Insurance (COI) to the County in accordance with the requirements as noted on the attached insurance checklist and sample COI. The COI must be submitted to the Blount County Purchasing Department within ten (10) business days upon issuance of the letter of “Intent to Award”, excluding County holidays. Blount County reserves the right to amend the minimum insurance requirements and the business days allowed for the COI submittal. Noncompliance may result in the contract being awarded to the next best bidder. The contractor must maintain the insurance coverage required by the County while this contract is in force, and shall provide documentation of such insurance in a form satisfactory to the County Risk Management Department.

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30. **Indemnification:** Bidder shall indemnify and hold the **Schools**, their officers, directors, employees and agents harmless from all claims, liabilities, costs, suites of law, expenses, attorney fees, fines, penalties or damages arising from the acts or omissions of **Bidder**. **Bidder's** employees, agents or subcontractors in connection with this agreement, including without limitation, those cases arising from claimed infringement of any patents, trademarks, copyrights or other correspondent right(s), which are related to any item **Bidder** is required to deliver. **Bidder's** obligations under this clause shall survive acceptance and payment by the **Schools**.
31. **Non-Collusion Statement:** Bidders are required to certify a Non-Collusive Statement. Bidders are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the **Schools** or any person interested in the proposed contract, and that all statements in said proposal or bid are true.
32. **Conflict of Interest Form:** must be filled out and attached to the Response. Any **Bidder** who does business with Blount County or who seeks to do business with the **Schools** is to fill out the enclosed Conflict of Interest Form, whether or not a conflict of interest exists.

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If no conflict of interest exists, you must indicate N/A on the form, sign and date it for return with the response to the ITB. In the event of changed circumstances, an updated form must be filed with the Purchasing Department within seven (7) business days after the **Bidder** becomes aware a conflict of interest exists.

33. **Gratuities:** The officers, employees, and agents of the **Schools** may neither solicit nor accept, favors, or anything of monetary value from contractors or parties to subcontracts. Violations of this standard by an employee will be reported and addressed through the **School's** personnel office. Violations of this standard by an officer or the Superintendent shall be addressed to the Board Chairman and addressed through the Board policies.
34. **Notice:** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. For the Bidder, notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. For the **Schools**, notice is to be given to the Purchasing Agent at the following address:

The Blount County Courthouse  
Purchasing Department, Room 319  
Attn: Purchasing Agent  
385 Court Street, Maryville  
Tennessee 37804-5906

Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

35. **Non-Appropriation Clause:** Renewal of this Agreement, if any, will be in accordance with terms and conditions of the ITB and this Agreement. Notwithstanding any other provision of this Agreement or obligation imposed on the **Schools** by this Agreement, the **Schools** shall have the right to terminate this Agreement without default or liability to Bidder resulting from such termination, in the event that the **Schools** does not receive funding for the new school year. This clause is effective and remains in effect for each budget period of the **Schools**. If it is determined by the **Schools**, in the **School's** sole discretion, that there are insufficient funds to extend this Agreement, the Bidder and the **Schools** agree to do so without any future payments required. The **Schools** shall pay for all services provided through the funded period. The parties agree that this Agreement is a commitment of the **School's** current revenue only.
36. **Governing Law and Venue:** Any contract awarded or agreement entered into as a result of this bid shall be governed and interpreted pursuant to the laws of the State of Tennessee, without regard to conflict of law principles. Such contract shall govern the construction, interpretation and performance of any such contract or agreement. Further, any and all legal proceedings or litigation arising out of or in conjunction with any such contract or agreement reached as a result of this bid, shall have venue lie in Blount County, Tennessee, and any such legal proceeding shall be brought in Blount County, Tennessee. The successful bidder agrees to the jurisdiction of the Blount County, Tennessee, courts.
37. **Termination of Contract:** This Agreement shall remain in effect until
- 1) the Agreement expires by its terms or
  - 2) the Agreement is terminated by mutual agreement of the **Schools** and **Bidder**.

In the event of a breach or default of the Agreement and/or the procurement solicitation by **Bidder**, the **Schools** reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of the **Schools**. The **Schools** further reserves the right to terminate the Agreement immediately in the event **Bidder** fails to:

- A. meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order;
- B. make any payments owed; or
- C. otherwise perform in accordance with this Agreement and/or the procurement solicitation.

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The **Schools** also reserves the right to terminate the Agreement immediately, with written notice to **Bidder**, if the **Schools** believes, in its sole discretion that it is in the best interest of the **Schools** to do so. **Bidder** agrees that the **Schools** shall not be liable for damages in the event that the **Schools** declares **Bidder** to be in default or breach of this Agreement and/or the procurement solicitation. **Bidder** further agrees that upon termination of the Agreement for any reason, **Bidder** shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or **Bidder**

30. **Termination for Cause or Convenience:** Either the **Schools** or **Bidder** can terminate the resulting Contract for cause or for convenience with a 60-day written notification.

Following any termination for convenience, the **Bidder** shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this agreement up to and including the effective date of termination. The **Schools** shall have the right to receive services from the **Bidder** through the effective date of the notice of termination, and may, at its election, procure such work from other **Bidders** as may be necessary to complete the services.

31. **Costs of Responding:** Cost of providing a bid in response to this ITB shall be at the expense of the **Contractor(s)**. None of the costs incurred shall be passed through to the overall product costs being requested in this ITB.

32. **No Agency or Endorsements:** The **Schools** and **Bidder** are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. The Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that **Bidder** is independent of the **Schools** and is not an employee, agent, joint venture, or partner of the **Schools**, and nothing in the Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between the **Schools** and **Bidder** or the **Schools** and any of **Bidder's** agents. The **Bidder** agrees that the **Schools** have no responsibility for any conduct of any of **Bidder's** employees, agents, representatives, contractors, or subcontractors.

33. **Failure to Perform:** If **Bidder** is unable to provide the products at the rates quoted in **Bidder's** bid or if **Bidder** fails to fulfill or abide by the terms and conditions of the Agreement, the **Schools** may take the following action(s), in the **School's** sole discretion, and **Bidder** agrees to comply with the **School's** action(s):
- 1) Insist that **Bidder** honor the quoted rate(s) specified in **Bidder's** bid;
  - 2) Have **Bidder** pay the difference between **Bidder's** rate and the rate of the next acceptable bid (as determined by the **Schools**);
  - 3) Have **Bidder** pay the difference between **Bidder's** rate and the actual rate paid for the needed services on the open market; and/or
  - 4) Terminate the Agreement.

35. **Right to Audit:** The **Schools**, upon written notice, shall have the right to audit all of **Bidder's** records and accounts relating to the Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to the **Schools** in connection with **Bidder's** products and shall be open to inspection and subject to audit and/or reproduction by the **Schools** or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:
- 1) **Bidder's** compliance with the Agreement and the requirements of the solicitation,
  - 2) Compliance with the **School's** procurement policies and procedures,
  - 3) Compliance with provisions for computing billings to the **Schools**, and/or
  - 4) Any other matters required in the Agreement.

36. **Records Retention:** **Bidder** shall maintain its records and accounts in a manner that shall assure a full accounting for all **products** provided by **Bidder** to the **Schools** under the Agreement. These records and accounts shall be retained by **Bidder** and made available for audit by the **Schools** for a period of not less

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than three (3) years from the date of completion of the services or the date of the receipt by the **Schools** of Bidder's final invoice or claim for payment in connection with the Agreement, whichever is later. If an audit has been announced, Bidder shall retain its records and accounts until such audit has been completed.

When federal funds are expended by the **Schools** pursuant to this Contract, Bidder certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Bidder further certifies that Bidder will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.