

The Roane County Emergency Communications District (“RCECD”) is inviting sealed bids for the good(s) and/or service(s) listed below, subject to the terms and conditions of the Invitation to Bid (ITB), the accompanying specifications, and the Roane County Purchasing Manual.

At the appointed time bids will be publically opened at the meeting of the RCECD Board of Directors. Bids arriving to RCECD past the appointed date and time will be considered late and will not be opened.

DELIVER BIDS TO:
ROANE COUNTY EMERGENCY COMMUNICATIONS DISTRICT
4390 ROANE STATE HWY. ROCKWOOD, TN 37854

BID NUMBER: 2021-001
TREE REMOVAL AND PROPERTY CLEARING

BIDS MUST BE RECEIVED BY:
NOVEMBER 18, 2021 AT 11:00AM (EASTERN)

OPEN DATE AND TIME:
RCECD BOARD OF DIRECTORS MEETING
4390 ROANE STATE HWY. ROCKWOOD, TN 37854
NOVEMBER 18, 2021 AT 1:00PM (EASTERN)

PURCHASING CONTACT INFORMATION

Cody Anderson
Executive Director
Phone: 865-354-0704
Fax: 865-354-8481
Email: canderson@roanecounty911.com

GENERAL TERMS AND CONDITIONS

1. Attached are instructions and conditions for submitting a bid for RCECD. The objective of this bid is to select suppliers in such a manner as to provide for an open and free competition and comparability.
2. Vendors are to provide one original and one copy of the bid being submitted. Any costs associated with the preparation or delivery of the bid is at the Vendor's cost with no cost to RCECD.

BID PREPARATION & SUBMISSION

1. Bidders are expected to examine any drawings, specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this bid. Failure to do so will be at the bidder's risk.
2. The total bottom-line cost will be determined by multiplying each item bid price times the quantity requested and adding the extended dollar figures.
3. All bids shall be in accordance with the instructions to bidders and specifications included in this ITB. Specifications are intended to be open and non-restrictive.
4. All columns of the bid document must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.
5. All bids must meet or exceed the enclosed specifications. Bidder must indicate the manufacturer's name and model number offered. If bidder fails to provide this information, and an award is made, then the bidder shall supply the item(s) as specified. All items supplied by the successful bidder shall be new and unused and meet all OSHA standards. Items delivered not meeting these requirements shall be subject to return and replaced at no additional cost to RCECD. Any exceptions to the specifications must be clearly noted, documented and have prior approval to be submitted as an approved alternate.
6. The use of the name of a manufacturer, brand, model or make used in describing an item does not restrict the bidder to that manufacturer. Others will be considered if they meet or exceed the items specified. When an alternate manufacturer, brand, model or make will be bid, five (5) days prior to the bid the bidder must submit documents to the purchasing contact, for evaluation of the product. RCECD will determine if the item does meet or exceed the item as specified.
7. It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted to the RCECD as described below.
8. Delivery charges are to be prepaid and included in the bid pricing.
9. All original forms must be signed by a person with authority to bind the bid. The bid must be sealed in an envelope that is labeled according to the directors stated below.
10. On the outside of the envelope/package mark the bid as follows:
 - a. Vendor name and address
 - b. Bid number
 - c. Bid date and time
11. The bid must then be in a sealed envelope/package mailed to delivered to the following address:
 - a. Roane Co. Emergency Communications District, 4390 Roane State Hwy., Rockwood, TN 37854
 - b. Please note RCECD does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.
12. Sealed written bids will be received at the time and place specified on the ITB. Postmark on the bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed and/or emailed bid documents will not be accepted.

LATE RECEIPT OF THE BID

1. The bid and modifications or withdrawals thereof received after the time set for opening will not be considered.
2. Bids must be in the RCECD office prior to 11:00AM sharp on the appointed date. Not bids will be accepted past 11:00AM (11:00:01AM is considered late). Time will be determined by the official NIST US time.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the bidder to review the entire Invitation to Bid document and notify the purchasing contact if the invitation to bid is formulated in a manner that would unnecessarily restrict competition or if it ambiguous in what is being requested.
2. Pursuant to TCA 12-4-126, questions regarding the specifications or bid procedures must be received by the purchasing contact and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in TCA 15-1-101 unless the bid opening is extended for a reasonable time as determined by the RCECD Board of Directors, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays as designated in TCA 15-1-101, to allow for any necessary changes to the Invitation to Bid documents and allows responders to resubmit their responses accordingly.
3. Any questions concerning this Invitation to Bid are to be faxed to the RCECD administrative offices. Questions will be answered via addenda. Information obtained from any office or person other than the purchasing contact is not to be considered binding.

BID OPENING AND AWARD

1. Only the bottom-line figure will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.
2. Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening may not be corrected, and the bidder may be bound to honor bid as submitted. After investigation of the nature of the mistake, the RCECD Board of Directors may allow the bid to be withdrawn.
3. The contract will be awarded in writing to the most responsive bidder whose bid conforms best to the ITB and will be most advantageous to RCECD. It is the intent of the RCECD to involve and utilize the best product/service at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with RCECD. However, currently there are not set asides for small or minority firms.
4. RCECD reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in the bids received.
5. RCECD reserves the right to award the bid in its entirety or to divide the award in any way that will be more advantageous to the RCECD.
6. Bid results will be posted on the RCECD website (www.roanecounty911.com) along with the bid tabulation.

PROTEST PROCEDURE

1. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the RCECD no later than seven (7) days from date of bid award. The steps for dispute resolution may include:
 - a. A meeting with the purchasing contact, the Property Committee of the RCECD Board of Directors, and representatives from the disputing party to discuss and resolve the complaint.
 - b. Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - c. A written decision letter stating the reasons for the decision will be prepared by the purchasing contact and submitted in writing to the protestor and all parties involved.
 - d. Purchases will not be allowed under this procurement until a final decision is rendered.
 - e. In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

1. In the event no funds are appropriated by RCECD 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 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.

VENDOR QUALIFICATION

1. Potential bidders must meet the following criteria:
 - a. Be able to provide a quality product/service as specified
 - b. Offer reasonable pricing
 - c. Provide dependable delivery of items ordered
 - d. Meet specifications and bid conditions
 - e. Demonstrate successful past performance
2. A potential bidder may be rejected for one or more of the following reasons:
 - a. Inadequate or unacceptable product lines
 - b. Bidder remanufactured or reconditioned items
 - c. Bidding alternate to approved items without notice prior to bid opening
 - d. Documented unacceptable product/service

INSURANCE

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injur and Property Damage liability in the amount of no less than \$1,000,000.00, for products and completed operations liability of no less than \$1,000,000.00 and from claims for damage to any RCECD property or other property. Additional insurance requirements may be listed in Special Terms and Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing RCECD as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

1. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

1. Bidders located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee in Roane County if the project is over \$50,000.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless the RCECD, its officers, agent 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, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, RCECD may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. RCECD expressly retains all its rights and remedies provided by law in case of such breach, and no action by RCECD shall constitute a waiver of any such rights or remedies. In the event of termination for default, RCECD reserves the right to purchase its requirements elsewhere, with or without competitive bid.
3. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the RCECD for excess costs incurred by such a purchase.
4. Reasons for product rejection may be any one of the following:
 - a. Quality
 - b. Price
 - c. Serviceability of item (damage)
 - d. Product does not meet bid specifications

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - a. Failure to provide products or services that conform to contract requirements.
 - b. Failure to maintain/submit any report required hereunder.
 - c. Failure to perform in full or in part any of the other conditions of the contract.
 - d. Violation of any warranty.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the RCECD shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
2. In the event the contract is terminated for due cause by the RCECD, the RCECD shall have the option of awarding the contract to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The RCECD may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the RCECD. The RCECD must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the RCECD be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by RCECD or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

DELIVERY

1. All items included in this Invitation to Bid is to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to replace any damaged components or equipment at no charge.
2. RCECD shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense.

INSPECTION AND ACCEPTANCE

1. Warranty periods shall not commence until RCECD inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by RCECD. RCECD reserves the right to reject any or all items or services not in conformance with applicable specifications, and contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Invitation to Bid, whichever is later.
2. RCECD is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of RCECD as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
3. No employee or member of the RCECD governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the RCECD shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

IRAN DIVESTMENT ACT

1. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

BID NUMBER: 2021-001
TREE REMOVAL AND PROPERTY CLEARING

SPECIFICATIONS

Bidder is to remove all trees, bushes, ground brush, or similar located within the fenced property of the RCECD located at 4390 Roane State Hwy, Rockwood, TN. In addition, the bidder is to remove all trees, bushes, ground brush, or similar located outside the fenced property noted above up to five (5) feet away from the fence. The bidder is to grind all stumps and smooth, seed and straw any disturbed land at the completion of work such that disturbed land is smooth enough to be mowed with conventional lawn mowing equipment. The bidder is to remove all vegetative matter from the chain link fencing. The bidder is to chemically kill all grass or weeds growing within 6 inches of the chain-link fence, both inside and outside, for the entire length of the chain-link fence. All debris from completed work is to be removed from RCECD property by bidder. This includes the removal of any previously fallen trees or limbs.

Bidder is to supply all labor and materials, including all equipment and any other supplies/materials necessary for completion of this project.

Bidder is to commence work within thirty (30) days of bid award and complete work within sixty (60) days of bid award. Any delays must be promptly communicated to RCECD in writing. The RCECD Board of Directors may grant reasonable time extensions for unseen delays at their discretion.

BID NUMBER: 2021-001
TREE REMOVAL AND PROPERTY CLEARING

VENDOR INFORMATION SHEET

(PLEASE FILL OUT COMPLETELY)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

VENDOR NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____ FAX: _____

VENDORS EMAIL ADDRESS: _____

AUTHORIZING SIGNATURE: _____

PRINTED NAME: _____

TITLE OF PERSON SIGNING BID: _____

IF ADDENDA WERE ISSUED, PLEASE ACKNOWLEDGE THE RECEIPT OF: (WRITE "YES" IF RECEIVED)

ADDENDUM 1 _____ ADDENDUM 2 _____ ADDENDUM 3 _____

This form must be completely filled out, signed, and returned in your bid.

BID NUMBER: 2021-001
TREE REMOVAL AND PROPERTY CLEARING

**NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project. I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. RCECD currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

_____	African-American owned	_____	Asian owned
_____	Caucasian owned	_____	Hispanic owned
_____	Native American owned	_____	Woman owned
_____	Other owned		

Vendor name

Signature

Title

This form must be completely filled out, signed, and returned in your bid.

BID NUMBER: 2021-001
TREE REMOVAL AND PROPERTY CLEARING

The Iran Divestment Act of 2016, effective on July 1, 2016, is codified in Tennessee Code Annotated §12-12-101 et seq. The Iran Divestment Act, with certain exceptions, prohibits local governments from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tennessee Code Annotated §12-12-105, a person engages in investment activities in the energy sector of Iran if:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to §12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee’s chief procurement officer to publish on the State’s website a list of persons it determines engaged in investments activities in Iran (the “Prohibited Entities List”).

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with the RCECD. Pursuant to the Act, any BIDDER that attempts to contract with the RCECD must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made where the BIDDER fails to submit a signed and verified compliance certification form.

CERTIFICATION OF COMPLIANCE
IRAN DIVESTMENT ACT

The undersigned states that he/she has legal authority to swear this on behalf of _____ (Vendor); and that the Vendor is not in any manner in violation of Tennessee Code Annotated §12-12-101 to §12-12-106.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of its knowledge and belief that each bidder is not on the list created pursuant to the Iran Divestment Act, Tennessee Code Annotated §12-12-106.

Vendor name

Signature

Title

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 20_____.

Notary _____

My commission expires _____

This form must be completely filled out, signed, notarized, and returned in your bid.