



The following Minimum General Bid Conditions have been developed and may pertain to none, or any and all purchases that may be made as a result of this request for bids.

1. The City has the right to accept the lowest and/or best bid received.
2. **ACCEPTANCE AND REJECTION** The City reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid.
3. **TIME OF ACCEPTANCE** If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the City shall have sixty days to accept.
4. **ERROR IN BID** In cases of errors in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids. After bid opening, a vendor will be permitted to withdraw a bid where there is obvious clerical error in the bid.

If a bidder discovers any ambiguity, conflict, discrepancy, or omission or other error in the bid, they shall immediately notify Susan White, Purchasing Director via email [swhite@cityofjackson.net](mailto:swhite@cityofjackson.net) of such error and request modification or clarification of the document.

5. **DISCOUNT PERIOD** Discounts will be taken as written on the invitation to bid.
6. **DEFAULT OF CONTRACTOR** In case of default of the contractor, the City may procure the articles of services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
7. **SAMPLE OF MATERIALS** Samples of items, when required, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
8. **SIGNATURE ON BIDS** Each bid should give the full name and business address of the bidder. Unsigned bids will be rejected. The person signing the bid must show his/her title, and if requested by the City, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bids must be written with computer, typewriter, ink, or indelible pencil; otherwise, they may not be considered. Purchase order will be issued to the firm name appearing on the bid.
9. **ALTERNATE BIDS** Alternate bids will not be considered unless specifically called for in the bid.
10. **BOND REQUIREMENTS** All bond requirements shall be identified in the invitation to bid. The right is reserved to require the successful bidder to furnish security, free of any expense to the City, to guarantee faithful performance of the contract.
11. **TIME OF PERFORMANCE** The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid. When no time of delivery is stated by the bidder, it is understood and agreed that delivery is to be made within two weeks after receipt of order. Shipping should be FOB destination.
12. **SPECIFICATIONS** It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. The articles on

which the proposals are submitted must be equal or superior to that specified. Articles received not equal will be picked up by vendor or returned to vendor shipping charges collect.

Reference to brand names, trade names, model numbers or other descriptions peculiar to specific brand products is made to establish a required level of quality and functional capabilities. It is not intended to exclude other products of that level. 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 with the bid such specifications, 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 a bid.

13. Inspection Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the City shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
14. WARRANTY State any and all guarantees or warranties that would apply to item/ product/service which you are bidding.
15. **Bids must be submitted in duplicate, with one original and one copy.**
16. Faxed or E Mailed bids will not be accepted.
17. These specifications meet the minimum requirement.

**NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THE ADVERTISED BID OPENING TIME.**

**THE CITY RESERVES THE RIGHT TO DETERMINE THE COMPETENCE AND RESPONSIBILITY OF A BID FROM ITS KNOWLEDGE OF THE BIDDER'S QUALIFICATIONS OR FROM OTHER SOURCES.**

**NO QUESTIONS WILL BE ANSWERED AFTER NOON, THE FRIDAY PRIOR TO INVITATION OPENING.**



**Effective March 19, 2013, if your bid does not include the following information, it may be rejected for non-compliance according to the invitation to bid. In your bid, place a copy of your insurance certificate. If you are the successful bidder, a complete and current certificate of insurance will be asked of you.**

**UNDER DESCRIPTION OF OPERATIONS IT SHOULD READ: CITY OF JACKSON IS NAMED AS AN ADDITIONAL INSURED WITH RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE.**

**CITY OF JACKSON, TN INSURANCE REQUIREMENT  
CITY PROJECT CONTRACT**

The **VENDOR** shall purchase and maintain the insurance outlined below to provide protection from the **VENDOR'S** negligent acts. The **VENDOR** shall provide this insurance as required by the Contract Documents. The negligence by any subcontractor, by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the **VENDOR**.

- Commercial General Liability in the amount of \$1,000,000 per occurrence and coverage for insured contracts. The City of Jackson must be named Additional Insured and this must be noted on the Certificate of Insurance. The Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- Auto Liability Insurance in the amount of \$500,000 Combined Single Limit. The City of Jackson must be named Additional Insured and the Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- Statutory Workers Compensation with Employers Liability Limits of 100/500/100 - The Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- The Cancellation Clause on the Certificate of Insurance is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled the issuing Insurance Company will mail 30 days written notice to: City of Jackson Purchasing Department 115 E. Main St. #202 Jackson, TN 38301, by registered mail, return receipt requested.
- All Certificates should be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in The State of Tennessee.

The **VENDOR** shall maintain the above insurance through both final acceptance and any Warranty Period defined by the contract documents.

**BIDDERS MUST SUBMIT WITH YOUR BID:**

CERTIFICATE OF INSURANCE WITH THE PROPER TYPES OF INSURANCE AS STATED ON THE PREVIOUS PAGE. IF SELECTED AS SUCCESSFUL BIDDER, YOU WILL BE REQUIRED TO ADD THE CITY ADDITIONALLY INSURED.

SIGNED INDEMNITY AGREEMENT

SIGNED AFFIRMATIVE ACTION COMPLIANCE FORM

SIGNED DRUG-FREE WORKPLACE AFFIDAVIT. THE CITY OF JACKSON'S POLICY IS LOCATED ON THE WEBSITE. WWW.CITYOFJACKSON.NET

W-9 IF NEW BIDDER

COMPLETED BUSINESS LICENSE INFORMATION

SIGNED IRAN DIVESTMENT ACT FORM

BUILDING DEPT. PERMIT INFORMATION FORM

**ANY BID SUBMITTED WITHOUT THE ABOVE INFORMATION COULD BE REJECTED.**

**SUCCESSFUL BIDDER MUST PROVIDE:**

COMPLETE CERTIFICATE OF INSURANCE WITH THE CITY NAMED ADDITIONALLY INSURED.

THE CITY IS EXEMPT FROM FEDERAL AND STATE TAXES. UPON REQUEST, THE CITY WILL PROVIDE A SALES TAX EXEMPTION CERTIFICATE TO THE AWARDED FIRM. CONTRACTORS DOING BUSINESS WITH THE CITY SHALL NOT BE EXEMPTED FROM PAYING SALES TAX TO THEIR SUPPLIERS FOR MATERIALS TO FUFILL CONTRACTURAL OBLIGATIONS TO THE CITY, NOR SHALL ANY VENDOR BE AUTHORIZED TOO USE THE CITY'S TAX EXEMPTION IN SECURING SUCH MATERIALS.

A BUILDING PERMIT MAY BE REQUIRED FOR THIS BID. FILL OUT THE FORM IN THE BID PACKAGE THAT ADDRESSES THIS ISSUE. THE BUILDING DEPARTMENT MAY BE REACHED AT (731) 425-8569.

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 12-12-106. This is the Iran Divestment Act which states that the State of Tennessee must publish on the state's website, a list of people determined to be engaged in investment activities with Iran. Prohibits people on the list from contracting with the city and makes any contract entered into void.

**PUBLIC ACTS 109**  
***(Iran Divestment Act)***

*“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 penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”*

Full text of Public Chapters can be found on the Tennessee Secretary of State’s website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

\_\_\_\_\_  
Company Name (Bidder/Contractor)

Print Name \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

## **BUSINESS LICENSE APPLICATION FACT SHEET**

Contractors living outside Tennessee with no state business location must have a state business account number to report sales in counties with sales between \$10,000 and \$50,000. They must get a county and city business license in counties from each jurisdiction where the contractor has \$50,000 or more in sales for the tax reporting period.

If you are an out-of-state entity doing business in Tennessee without a fixed business location in Tennessee, please contact the Department to discuss your situation to determine if Tennessee business tax is required to be paid. Please contact the Department of Revenue at (615) 253-0600 (Nashville-area and out-of-state) or (800) 342-1003 (statewide toll-free). You also go to the state website [tn.gov/revenue](http://tn.gov/revenue) , revenue help, taxes, business tax, if you don't find your answer in the question, you can go to the bottom of the page and submit a request . Give all the details and a state representative will email you back with an answer.

A business application can be located at [cityofjackson.net](http://cityofjackson.net). If you have any additional questions concerning the business license you may contact Dalton Haywood at the City of Jackson, Revenue Department @ 731-425-8212.

**LIST PROJECT NAME:**

**LIST CONTRACTOR & PHONE NUMBER:**

**VENDOR LOCATION:**

**LIST SUBCONTRACTORS & PHONE NUMBERS:**

## **BUILDING DEPARTMENT PERMIT INFORMATION**

Residential and Commercial Building permits are required for all construction, alterations or repairs, fences, accessory buildings etc, when the total value is \$100 or more.

Call 731-425-8569 for additional information.

**Project name:**

**Contractor and phone number:**

**Subcontractors and phone numbers:**



THIS BID MAY BE CANCELED, OR THE ACCEPTANCE OF ANY BID PROPOSAL REVOKED BY THE CITY OF JACKSON UPON WRITTEN NOTIFICATION TO THE OTHER PARTY AT ANY TIME PRIOR TO, OR AFTER, THE ISSUANCE OF A REQUISITION FOR PURCHASE OR THE EXECUTION OF A WRITTEN CONTRACT BY THE CITY OF JACKSON.

THE BID/PROPOSAL/CONTRACT/PURCHASE ORDER MAY BE CANCELED BY THE CITY OF JACKSON AT ANY TIME FOR JUST CAUSE SUCH AS NON-DELIVERY, SUBSTITUTION OF NON-SPECIFIED PRODUCTS, LATE DELIVERIES, OR CONTINUOUS PROBLEMS WITH THE VENDOR. NON-DELIVERY OF MERCHANDISE WITHIN ONE WEEK OF ORDER WILL BE GROUNDS FOR VOIDING THE AGREEMENT. THE CITY RESERVES THE RIGHT TO REJECT ANY BID IF THE EVIDENCE SUBMITTED BY, OR INVESTIGATED OF, SUCH BIDDER IS NOT PROPERLY QUALIFIED TO CARRY OUT THE OBLIGATIONS OF THE BID AND TO COMPLETE THE WORK CONTEMPLATED THEREIN WITHIN THE TIME FRAME SET FORTH IN THE BID USING SUPERIOR QUALITY MERCHANDISE/EQUIPMENT.

THE CITY OF JACKSON HAS THE RIGHT TO WAIVE INFORMALITIES AND TO REJECT ANY AND ALL BIDS WHOM IT FINDS, AFTER REASONABLE INQUIRY AND EVALUATION TO BE NON-RESPONSIVE, OR IT WOULD NOT BE IN THE BEST INTEREST OF THE PROJECT TO MAKE THE AWARD. BID WILL BE AWARDED TO THE LOWEST/ BEST RESPONSIVE BIDDER.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL PERSONS EMPLOYED UNDER A CONTRACT WITH THE CITY, WHETHER DIRECTLY OR BY SUBCONTRACTOR, BE LEGAL RESIDENTS AND BE AUTHORIZED TO WORK IN THE UNITED STATES OF AMERICA.

IF FORWARDED BYMAIL, THE SEALED ENVELOPE CONTAINING THE BID MUST BE ENCLOSED IN ANOTHER ENVELOPE ADDRESSED AS "SEALED BID ENCLOSED"

BIDDER MUST RETURN THE SIGNED INVITATION TO BID FORM.

MINORITY BUSINESS ENTERPRISES (MBE'S) AND DISADVANTAGED BUSINESS ENTERPRISES (DBE'S) ARE ENCOURAGED TO PARTICIPATE IN THE PROJECT. BIDDERS ARE ENCOURAGED TO USE MBE'S AND DBE'S AS SUBCONTRACTORS IN THE PERFORMANCE OF THIS PROJECT.

USE INFORMATION IN BID PACKAGE TO SUBMIT YOUR BID. ANY QUESTIONS SHOULD BE ADDRESSED, IN WRITING, TO SUSAN WHITE, PURCHASING MANAGER, EMAIL ([swhite@cityofjackson.net](mailto:swhite@cityofjackson.net)). POTENTIAL BIDDERS MUST REVIEW THE BID PACKAGE UPON RECEIPT TO IDENTIFY ANY QUESTIONS AND/OR ISSUES. ANY/ALL QUESTIONS SHOULD BE SUBMITTED IN A SINGLE REQUEST FOR ADDENDUM. REQUESTS FOR CLARIFICATION MUST BE RECEIVED BY THE PURCHASING DEPARTMENT BY NOON, THE FRIDAY BEFORE THE SCHEDULED DATE OF THE BID OPENING.

THE CITY OF JACKSON ACCOUNTING DEPARTMENT PAYS INVOICES ON THE 15TH AND 30TH OF EACH MONTH.

LACK OF WRITTEN NOTIFICATION OF ANY DELAY IN STATED DELIVERY TIME WILL BE CAUSE FOR DISCOUNTED PRICE OF 1% PER MONTH UNTIL DELIVERY IS FACILITATED OR CANCELLATION OF AWARD. ANY DELAY MUST BE BROUGHT TO THE ATTENTION OF THE PURCHASING DEPARTMENT, CITY HALL, 115 E. MAIN STREET, SUITE 202, JACKSON, TN 38301.

**ALL BIDS ARE OPENED AT 10:30 A.M. UNLESS OTHERWISE INDICATED**

**IF ADDENDUM ACKNOWLEDGEMENTS ARE NOT INCLUDED WITH THE BID/PROPOSAL, THE BID/PROPOSAL COULD BE REJECTED. IT IS THE BIDDERS SOLE RESPONSIBILITY TO OBTAIN THE BID OR PROPOSAL PACKAGE, OBTAIN ADDENDUMS AND OTHER INFORMATION AND MAIL THE COMPLETED FORM TO CITY HALL, ATTN: PURCHASING 115 E. MAIN ST., SUITE 202, JACKSON, TN 38301.**

INDEMNITY AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Jackson, Tennessee, hereinafter called "City" and \_\_\_\_\_, hereinafter called "Indemnitor."

WHEREAS, the parties have agreed that the City will compensate Indemnitor in the amount of \$ \_\_\_\_\_ for \_\_\_\_\_.

WHEREAS, the Indemnitor, based upon the consideration of City furnishing compensation as stated, is willing to indemnify the City upon the terms and conditions and in a manner hereinafter set forth;

IT IS, THEREFORE, AGREED AS FOLLOWS:

In addition to the requirements to procure and maintain applicable insurance, the Indemnitor also, to the fullest extent permitted by law, hereby specifically and distinctly agrees to indemnify, defend, and hold harmless the City or any of its employees, officers or agents, from all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney fees, and from all expense in defending claims, including without limitation court costs, attorney's fees, the amount of any judgments recovered, and any other expenses resulting from claims for bodily injury, sickness or disease, including death resulting therefrom, sustained by any person, and/or resulting from claims for injury to or destruction of property, including loss of use thereof, caused by, arising from, incident to, connected with or growing out of the performance or breach of the contract or the negligent acts or omissions of the Indemnitor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

Proper abatement of any hazardous material, removal, and disposal of, shall be the responsibility of the bidder in accordance with local, state, and federal guidelines and regulations.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

CITY OF JACKSON

BY: \_\_\_\_\_

INDEMNITOR

BY: \_\_\_\_\_

**AFFIRMATIVE ACTION COMPLIANCE PROGRAM**

The Undersigned certifies to the City of Jackson that if the undersigned has fifty (50) or more employees and a contract with the City of Jackson for the furnishing of supplies or services or for the use of real or personal property in the amount of \$50,000 or more, that it has developed and is maintaining a written Affirmative Action Plan for each of its establishments as required by OFCCP Regulations 41 C.F.R. §§ 60-1.4, 60-250-5, and 60-741.5.

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The undersigned also certifies to the City of Jackson that it does not maintain or provide for its employees any segregated facilities (i.e. with regard to race, color, religion, age, gender, disability or national origin) at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

The undersigned further agrees that it will obtain identical certification from its subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

PLEASE CHECK ONE:

\_\_\_\_\_ Our Company will comply with the foregoing to the extent required by law.

\_\_\_\_\_ Our Company is exempt from the provisions of the Equal Opportunity Clause.

Date of Execution: \_\_\_\_\_

Name of Executing Officer: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

## EQUAL OPPORTUNITY TITLE VI POLICY STATEMENT

It is the policy of the Tennessee Department of Transportation to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, sex, age, disability or national origin.

Any person who believes he or she has been discriminated against should contact Lynn Henning, Personnel Director/Title VI Coordinator, 127 E. Main St., Suite 303, Jackson, TN 38301, (731) 425-8252.

## IGUAL OPORTUNIDAD TITULO VI

Es la politica del Departamento de Transportacion Del Estado De Tennessee Asegurar Que Se Cumpla Con el Titulo VI del acto de derechos civiles de 1964; 49 CFR, Parte 21, que se relaciona con los estatutos y normas para asegurar que ninguna persona sea excluida o discriminada o que se le nieguen los beneficios de cualquier programa o actividad que reciba ayuda financiera Federal Del Departamento de Transportacion de Los Estados Unidos sin importar su raza, color, sexo, edad, origen, o con algun impedimento fisico.

Cualquier persona que crea que ha sido discriminada debera comunicarse al Lynn Henning, Personnel Director/Title VI Coordinator, 127 E. Main St., Suite 303, Jackson, TN 38301, (731) 425-8252.



The City of Jackson has a drug and alcohol testing program for testing employees for workplace use of drugs or alcohol.

My company \_\_\_\_\_ has a drug and alcohol testing program for our employees, which is at least as stringent as the government's program.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **SPECIFICATIONS**

**1, Watchfire or equal, LED message center. 48” x 180” LED double sided, full color, 16mm, lifetime broadband wireless communication, and time and temperature message center. State your warranty for parts and labor.**

**If you would like an onsite inspection prior to placing your bid, contact Tosh Newman [tnewman@cityofjackson.net](mailto:tnewman@cityofjackson.net)**

**Place your pricing and warranty information on the front of the short form invitation to bid.**

**ACKNOWLEDGE RECEIPT OF ALL ADDENDA INFORMATION**

**Addendum I** \_\_\_\_\_

**Addendum VI** \_\_\_\_\_

**Addendum II** \_\_\_\_\_

**Addendum VII** \_\_\_\_\_

**Addendum III** \_\_\_\_\_

**Addendum VIII** \_\_\_\_\_

**Addendum IV** \_\_\_\_\_

**Addendum IX** \_\_\_\_\_

**Addendum V** \_\_\_\_\_

**Addendum X** \_\_\_\_\_

**The attached specifications are written merely as a guideline with desired features and not to favor any specific brand or manufacturer.**