

HAMBLEN COUNTY GOVERNMENT
Demolition and Clearing of Properties

INVITATION TO BID

Office of the Hamblen County Mayor
511 West Second North Street
Morristown, TN 37814

Invitation is extended to bid DEMOLITION and CLEARING OF PROPERTIES for Hamblen County Government as stated herein.

Bidder shall return bid in **sealed envelope** to:

Hamblen County Mayor's Office
Attn: Johnna Harrell, Accounting Assistant
511 West Second North Street
Morristown, TN 37814

Public opening of the bid will be held at the above address at the bid deadline date and time designated in the Invitation to Bid.

DATE ISSUED:	Sunday, February 3, 2019
BID TITLE:	Demolition and Clearing of Properties (2019-01)
Addendum #1:	Issued: Tuesday, 02/12/2019
MANDATORY PRE-BID ONSITE MEETING:	Tuesday, February 12, 2019 @ 10:00a.m. <i>Location: 412 West 3rd North Street, Morristown, TN</i>
BID QUESTION DEADLINE:	Thursday, February 21, 2019 @ 2:00p.m. <i>All correspondence and communication must be via email to the designated Hamblen County point of contact listed below and on page 4 of this document. Questions submitted by telephone call will not be answered. Questions submitted after this deadline will not be answered.</i>
BID ANSWER DEADLINE:	Friday, February 22, 2019 @ 4:00p.m.
BID DEADLINE DATE & TIME:	Friday, March 1, 2019 at 2:00p.m. Eastern Time (local prevailing time)
BID OPENING LOCATION:	Hamblen County Courthouse, West Wing Conference Room 1 st Floor, Administrative Building
BID CONTACT:	Johnna Harrell, Accounting Assistant
CONTACT PHONE:	(423) 586-1931

Bidder Initials: _____

**HAMBLLEN COUNTY GOVERNMENT
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CONTACT EMAIL:	Johnna.harrell@co.hamblen.tn.us
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TERMS AND CONDITIONS

1	<p>BID FORMS. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the services offered or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. All bids shall be submitted sealed, plainly marked with the bid name, date, and time. Prices or changes shown on the outside of the envelope will not be acceptable.</p>
2	<p>BIDS RECEIVED ON TIME. Bids and amendments thereto, if received by the Hamblen County’s Mayor’s Office, after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Hamblen County Mayor’s Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal bids will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. Hamblen County Government will not be responsible for proposals received late because of delays by a third party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc. Date of postmark will not be considered.</p>
3	<p>FINAL COST. Prices shall be stated in units of quantity specified. No additional charges shall be passed to Hamblen County, including applicable taxes, delivery or fuel surcharges. Prices quoted shall be final cost to Hamblen County.</p>
4	<p>TAX EXEMPT. Hamblen County Government is a tax exempt agency. Successful vendor will be provided with an executed copy of tax exempt form.</p>
5	<p>TIME OF DELIVERY. The time of proposed delivery must be stated in definite terms. If the time of delivery for different services varies, the bidder shall so state.</p>
6	<p>UNIT PRICE. In case of error in the extension of prices, the unit price shall govern.</p>
7	<p>ANTI-COLLUSION. The bidder certifies by signing this document that bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same service and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.</p>
8	<p>FACTORS IN AWARD. Award will be made based on the best interest of Hamblen County. The quality of the services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications, and references as well as price will be taken into consideration in awarding the bid.</p>
9	<p>AWARD IN WHOLE OR IN PART. Hamblen County reserves the right to award by item, groups of items, or total bid; to reject any and all bids in whole or in part, and to waive any informality if it is determined to be in the best interest of Hamblen County.</p>
10	<p>OPEN RECORDS ACT. Once a bid document is submitted to Hamblen County Government and is opened it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act.</p>
11	<p>PAYMENT TERMS. Payment terms shall be considered in determining the low bidder. The payment terms stated herein must appear on the vendor’s invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction. Hamblen County Accounts Payable pays from monthly statements. Payments are made within 15 days of the previous month’s state being received in the Hamblen County Mayor’s Office.</p>

Bidder Initials: _____

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12	RECEIPT DOES NOT CONSTITUTE AWARD. Receipt of your bid by Hamblen County Government is not to be construed as an award for services.
13	CONTRACTOR DEFAULT. In the event of default by the contractor, Hamblen County reserves the right to procure the services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
14	AVAILABILITY OF FUNDS. Obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
15	KNOWLEDGE OF LAWS AND REGULATIONS. The contractor shall keep himself fully informed of all Federal, State, and Local laws, ordinances, and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and shall protect and indemnify Hamblen County and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials of services, or others engaged by the contractor or the employees of any of them.
16	BID ERRORS. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
17	AUTHORIZED SIGNATURE. All bids must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
18	NO SUBMISSION. If you do not quote, advise Hamblen County of your intent and state the reason. Otherwise your name may be removed from our vendor list.
19	NON-DISCRIMINATION. During the performance of this contract, the contractor agrees as follows: He/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are bona fide occupational qualifications reasonably necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. During the performance of this contract, the contractor agrees to provide a drug-free workplace.
20	DIRECT CONTACT PROHIBITED. Direct contact with Hamblen County departments, other than the County Mayor's Office as it relates to purchasing on the subject of this bid, is expressly forbidden except with the foreknowledge and permission of the bid contact or their representative.
21	RIGHT TO WITHDRAW. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice at any time <u>before</u> and not later than two (2) days <u>after</u> bids are publicly opened.
22	CLOSED FOR BUSINESS. If the Hamblen County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next business day of the County, at the originally scheduled hour.
23	ORIGINAL BID DOCUMENT. The original bid document maintained by the Hamblen County Mayor's Office shall be considered the only official document.
24	BID APPROVAL BY LEGISLATIVE BODY. The bid awarding must be approved by the full Hamblen County Legislative Body. Bids must first be considered by the Finance Committee and recommended to the full Hamblen County Legislative Body.
25	REFERENCE TO BRAND NAMES. Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with bid any specifications, brochures, catalogs, etc., or other data as will provide adequate basis of determining the quality and functional capabilities of the product offered.

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26	VENDOR POOR PERFORMANCE. Hamblen County may cancel the contract with the vendor at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to Hamblen County.
27	PURCHASE ORDERS. Hamblen County Government utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from Hamblen County Government.
28	FIRM PRICING. Prices shall remain firm for the initial contract period. Hamblen County reserves the right to negotiate reductions in the price due to changes in market conditions during the contract period and renewals.
29	MAINTENANCE AGREEMENT. If applicable to the bid, vendor shall submit on the appropriate form the pricing for an annual maintenance agreement.
30	QUESTIONS. All questions shall be directed to the bid contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to johnna.harrell@co.hamblen.tn.us unless an alternative method is provided in this document.
31	VENDOR TASKS. If awarded, the vendor will be required to provide Hamblen County with the goods and/or services as awarded by the Hamblen County Legislative Body. Any additional vendor tasks will be noted in the bid document.
32	CONTRACT TERM. If applicable to the bid, the contract term shall span through delivery, testing & training of the equipment.
33	INTENT TO PURCHASE. Hamblen County Government intends to purchase Demolition and Clearing Services of Properties as stated herein.
34	ADDENDA. In the event that it becomes necessary to revise any part of this bid, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and sent via email to all prospective bidders. The bidder shall acknowledge receipt of each addendum by signing in the space provide on the issued addendum and by submitting all addenda with their bid.
35	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 part 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 TCA 12-12-106.
36	<p><u>REQUIREMENTS FOR BID SUBMISSION.</u></p> <ul style="list-style-type: none"> a. COMPLETE, UNBOUND, ORIGINAL Invitation to Bid packet. Pages marked with “Bidder Initial” MUST be completed by authorized representative and are considered a part of the Invitation to Bid packet. b. All bids must be received in a SEALED envelope clearly marked with the bid name, date, and time ON THE OUTSIDE OF THE SEALED ENVELOPE. c. Vendor Information and Anti-Collusion Statement (page 10 of this document) d. Vendor Certification Iran Divestment Act (page 12 of this document) e. Addendum #1 (page 13 of this document) f. Copy of Vendor’s IRS W-9 Form <p style="text-align: center;">***Bidder must initial each page of this document***</p>

Bidder Initials: _____

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BID TIMELINE

Bid Release	Sunday, February 3, 2019
Mandatory Pre-Bid Onsite Meeting	Tuesday, February 12, 2019 @ 10:00a.m. <i>Location: 412 West 3rd North Street, Morristown, TN</i>
Bid Question Deadline	Thursday, February 21, 2019 @ 2:00p.m. <i>All correspondence and communication must be via email to the designated Hamblen County point of contact listed below and on page 4 of this document. Questions submitted by telephone call will not be answered. Questions submitted after this deadline will not be answered.</i>
Posting of Responses to Bid Questions	Friday, February 22, 2019 @ 4:00p.m.
Bid Opening	Friday, March 1, 2019 at 2:00p.m. Eastern Time (local prevailing time)
Finance Committee Review	Monday, March 11, 2019
Legislative Body Award	Thursday, March 21, 2019
Anticipated Notice of Award	Friday, March 22, 2019

BID QUESTIONS

Bid questions should be addressed as follows:

Hamblen County Government
Johnna Harrell, Accounting Assistant
511 West Second North Street
Morristown, TN 37814
Phone: (423) 586-1931
Email: Johnna.harrell@co.hamblen.tn.us

Bidder Initials: _____

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DETAILED SPECIFICATIONS

Hamblen County Government is requesting bids for the demolition and clearing of four (4) properties within a one (1)-block radius of each other adjacent to the current Hamblen County Justice Center. The selected firm will be responsible for razing **all structures** on the properties; removing debris; removing trees and shrubs to include grinding stumps; restoring vacant property to grade.

A **mandatory** pre-bid onsite meeting will be held at 412 West 3rd North Street, Morristown, TN on Tuesday, February 12, 2019 at 10:00a.m.

The successful bidder should possess a broad expertise in demolition and clearing of properties to include the following:

- A. Providing guidance and participation in the planning of projects related to the demolition of several buildings.
- B. Creating, reviewing and revising demolition and clean-up plans.
- C. Preparing necessary reports for Hamblen County Government related to the progress of demolition.
- D. Providing project management and inspections during the preparation, demolition, clearing and clean-up.
- E. Providing other related services as requested by the Hamblen County Mayor's office.

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Complete the specification information below. If any items do not comply, please see PAGE 11 to provide a list of exceptions.

ITEM DESCRIPTION	COMPLY?	
	YES	NO
Proof of necessary licenses and certifications must be included with bid submission.		
Availability and ability to perform and coordinate the work with all involved in the project.		
Ability to communicate and work effectively with Hamblen County and its staff with respect to any of the services required.		
Thorough knowledge of the demolition discipline and demolition debris removal, including disposal of any hazardous materials, if found on site.		
Ability to submit reviews, reports, and inspection results in writing and in a timely manner to the Hamblen County Mayor's office, if requested.		
The successful bidder or their representative shall attend any regular or special meetings, as requested by the Hamblen County Mayor.		
Successful bidder shall acquire all necessary permits needed to complete the project at bidder's own cost. This includes, but is not limited to, a demolition permit. Demolition permit must be obtained after bid award. Copy of the permit will be given to the County Maintenance Supervisor before any work begins.		
Properly notify utility providers of the pending demolition and ensure the disconnection of utilities, gas, electric, and any other utility of the building if needed. The County Maintenance Supervisor shall be provided proof of the disconnection of all utilities before any work begins.		
Ability to demolish and remove main structure, accessory structures, footings, concrete slabs, driveways, basements, fencing, etc.		
Successful bidder shall carefully clean and keep project site clean from rubbish and refuse and furnish Hamblen County with documentation regarding the proper disposal of all rubbish, refuse and any other debris.		
The successful bidder shall keep the surface of the sidewalks and streets affected by its work in a clean and safe condition.		

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ITEM DESCRIPTION	COMPLY?	
	YES	NO
There shall be no fires of any kind or burning of any debris.		
Any exposed basements or crawl spaces below finished grade shall be filled solely with suitable fill dirt to existing finished grade.		
Following demolition, the property sites must be graded for positive drainage so as not to permit ponding of water.		
Removal of all trees and shrubs from the properties including grinding stumps. Addendum #1 listed on page 13		
Any debris falling onto neighboring property must be immediately removed.		
Final inspection of job site must be completed before any equipment is removed.		
Demolition and clearing of the following properties shall be no later than May 1, 2019. 422 West 3 rd North Street Map/Parcel # 033LF015.00 412 West 3 rd North Street Map/Parcel # 033LF014.00 424 Allison Street Map/Parcel # 033LF017.00 414 Allison Street Map/Parcel # 033LF017.00		
<u>COST OPTION A to include:</u> Demolition of all structures on the above referenced properties, Addendum #1 page 13 Removing debris, Restoring vacant properties to grade	\$	
<u>COST OPTION B to include:</u> Demolition of all structures to include fencing, Removing debris, Tree and shrub removal including grinding stumps, Restoring vacant properties to grade	\$	

Bidder Initials: _____

Qualifications and Requirements

A detailed description of the primary contact's background, as well as the company's background and previous experience shall be included. Additional background information should be included for any key personnel that will be working with Hamblen County Government.

In the event that portions of the work are to be subcontracted, details of such shall be included in the bid submission and contain the same information as required of the bidder.

Insurance

A. Liability Coverages

1. The Successful Bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list Hamblen County Government as an additional insured:

- Insurance covering bodily injury in the minimum sum of \$1,000,000 for each occurrence
- Insurance covering property damage in the minimum sum of \$1,000,000 for each occurrence, \$2,000,000 aggregate.
- Automobile liability insurance in the minimum of \$1,000,000 combined single limit for bodily injury and property damage.

2. Worker's Compensation Compliance

Successful Bidder shall also comply with all requirements of the Workers' Compensation Law and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him.

B. Certificates of Insurance

Upon award bidders shall provide to Hamblen County Government complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide Hamblen County at least 30 days written notice of reduction, cancellation or intent not to renew coverages as called for above.

If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the Successful Bidder must cease work on this bid.

Bidder Initials: _____

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VENDOR INFORMATION and ANTI-COLLUSION STATEMENT

Please print or type clearly. Complete each section entirely and verify for accuracy.

By signing this form the bidder agrees that he has not divulged to, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the bid list and could constitute a felony and result in a fine, imprisonment, as well as civil damages.

In compliance with this Invitation for Bid, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of the firm named below. This form must be signed personally by the bidder or the bidder's authorized agent. All signatures must be original and not photocopies.

COMPANY NAME:	
CONTACT PERSON:	
CONTACT PERSON TITLE:	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
FEDERAL TAX ID # (or Social Security #, if applicable)	
STREET ADDRESS:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NUMBER:	
FAX NUMBER:	
EMAIL:	
DATE:	

**By signing this form, the bidder signifies understanding and agreement with Hamblen County Government Terms and Conditions.

Bidder Initials: _____

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EXCEPTIONS

Bidder MUST sign the appropriate statement below, as applicable.

Bidder understands and agrees to all terms, conditions, requirements and specifications stated herein. **NO EXCEPTIONS ARE TAKEN.**

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	

Bidder takes exception to the following terms, conditions, requirements and specifications stated herein.

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	
EXCEPTIONS TO NOTE:	

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “Non-Responsive”, risking the rejection of their submittal.

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BIDDER'S CERTIFICATION OF COMPLIANCE
WITH
IRAN DIVESTMENT ACT
Tenn. Code Ann. § 12-12-101 et seq.

Comes _____, for and on behalf of
(Printed name of Principal Officer of Company)

_____, (the "Company") and, after being duly authorized
by the Company so to do, makes oath that:

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, Tenn. Code Ann. § 12-12-106.

Signature

Title

Date

ADDENDUM # 1

Date of Addendum: February 12, 2019

To all bidders of record on the Bid Proposal titled:

Demolition and Clearing of Properties in Hamblen County #2019-01

Property Locations: 414 Allison Street Map/Parcel # 033LF017.00
422 West 3rd North Street Map/Parcel # 033LF015.00
412 West 3rd North Street Map/Parcel # 033LF014.00
424 Allison Street Map/Parcel # 033LF017.00

- A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

The bid documents are modified and clarified as follows:

1. Removal of all trees and shrubs from the properties **including stumps. No grinding of stumps permitted.**
2. Cost Option A to include: Demolition of all structures on the above-referenced properties **to include fencing**, Removing debris and Restoring vacant properties to grade.