

BID NUMBER: 0131

BID TITLE: Horace Maynard Middle School-General Contractor

BID ENVELOPE/PACKAGE CONTAINING BID:

Bids MUST be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of your entire bid. Late bids, e-mailed bids and faxed bids will not be considered nor returned. Union County will not be responsible for any lost or misdirected mail.



**UNION COUNTY FINANCE DEPARTMENT
300 MAIN STREET
MAYNARDVILLE, TN 37807
purchasing@ucps.org
(865) 686-5040 Phone
(865) 329-7428 Fax**



INVITATION TO BID (Formal)

Date Issued 5/21/2024

Bids will be received until 2:00 p.m. June 18, 2024

BID NOTICE

Union County Public Schools is currently accepting bids for General Contractor. Bid packet of detailed specifications and /or requirements may be obtained by email at jthomas@lewisgroup.net or on the Finance website at <https://www.unioncountyttn.gov/accounts-and-budgets/> under the CURRENT BIDS/RFP tab.

Sealed bids must be submitted in duplication to Union County Finance Office, 300 Main Street, Maynardville, TN 37807 ATTN: Bid 0131-Horace Maynard Middle School-General Contractor. A pre-bid meeting will be held on Tuesday, May 28, 2024 at 10:30 am at the current Horace Maynard Middle School located at 435 Main Street, Maynardville, TN 37807. Bids will be accepted until 2:00 p.m. Tuesday, June 18, 2024 at the Finance Office location. Bids will be opened immediately following the close of the bid. Union County reserves the right to reject any and all bids.

Sealed bids subject to the General Terms and Conditions of this Formal Bid Invitation to Bid, and any other data attached or incorporated by reference. Bids will be received in the Union County Finance Office until the date and time specified above and at that time publicly opened and read aloud.

Must attend the pre bid meeting to be eligible to bid.

All vendors must submit 1 original and 1 full copy, including brochures, of their bid

Contact **purchasing@ucps.org** with any questions. Refer to General Terms and Conditions Section 1.2- 1.3.

Bid documents must be completed in ink or typed, signed in ink, and free from alterations, erasures or mark-throughs.

DOCUMENT 00 11 15 ADVERTISEMENT FOR BID

Sealed bids for the new **Horace Maynard Middle School** Project shall be received as follows:

OWNER: Union County Public School District
LOCATION: 3006 Maynardville Highway
Maynardville, Tennessee 37807
MAILING ADDRESS: Union County Finance Department
300 Main Street
Maynardville, Tennessee 37807

TIME: 2:00 PM EST; Tuesday, June 18, 2024

Bids will be publicly opened and read aloud and the Contract awarded as soon thereafter as practicable. Bidders must use the bid envelope cover sheet provided in the project manual and include their Full Name, Address, and Tennessee Contractor's License Number.

Bidders must obtain Plans, Specifications and Contract Documents from the Lewis Group Architects, 6512 Deane Hill Drive, Knoxville, TN 37919, Telephone 865-584-5000. All documents will be made available electronically by contacting Jake Thomas at jthomas@lewisgroup.net. A bid deposit is not required to obtain the Contract Documents, but prospective bidders must contact the architect to be on the official bidder's list and receive all correspondence, addenda, etc.

A pre-bid meeting will be held on Tuesday, May 28, 2024 at 10:30 a.m. local time. The meeting will be held at the current Horace Maynard Middle School, 435 Main Street, Maynardville, Tennessee 37807; with a visit to the project site at 200 John Deere Drive immediately afterward. Bidders (General Contractors) are highly encouraged to have a representative present at the pre-bid meeting, however attendance is not mandatory. If unable to attend, we do recommend familiarizing yourself with the project site. Subcontractors are encouraged to attend the meeting as well.

All Bidders must be licensed Contractors as required by the "CONTRACTOR'S LICENSING ACT OF 1976," and as passed by the 89th General Assembly of the State of Tennessee. Furthermore, the Contractor should have the necessary licensing classifications as listed in Rules of Tennessee Board for Licensing General Contractors-Chapter 0680-1.

Each Bid must be accompanied by a certified check or by a Bidder's Bond executed by the Bidder and a surety company licensed to do business in the State of Tennessee, in the sum of five percent (5%) of the amount of the Bid. This Project is required to comply with Davis-Bacon wage rates.

The successful Bidder will be required to execute an acceptable performance and payment bond in the amount equal to one hundred percent (100%) of the Contract price prior to the execution of the contract.

Union County Public Schools reserves the right to waive any informality in or to reject any or all bids and to accept the bid deemed most favorable to the interest of the school system.

Questions regarding this bid request shall be directed, in writing via e-mail, to Lewis Group Architects. All technical questions will be addressed by written addendum issued by the architect.

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Union County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Union County representative, other than the Finance Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Union County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Any questions concerning the bid document must be submitted to purchasing@ucps.org no less than ninety-six (96) hours before bid opening date.

1.4 BID STAMP: The bid/time stamp in the Union County Finance office will be the time of record.

1.5 TAXES: Union County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Director of Finance, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Union County's responsibility. The designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Union County will determine if the item bid does meet or exceed the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as was requested in the Invitation to Bid. 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 upon request 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 bid.

1.10 MULTIPLE BIDS/AWARDS: Union County will consider multiple bids that meet specifications. Bid awards may include multiple approved vendors and the list of approved vendors may be added to or deleted from at anytime.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119 b): No bid will be opened or considered for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, unless the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Union County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. to be supplied, their conformity with specifications, their suitability to the requirements of Union County and the delivery terms. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications, their suitability to the requirements of Union County and the delivery terms. Union County also reserves the right to not award this bid.

1.14 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Union County Director of Finance , 300 Main Street, Maynardville TN 37807. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Director of Finance, in conjunction with the Finance Committee, and with the advice and counsel of the County Attorney, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Union County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: UNION COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.15 DELIVERY: Bid pricing is to include complete supply and delivery to Union County, Tennessee. Vendors are to state the delivery time in the bid. Union County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in their bid, reference Terms & Conditions section 2.4.

1.16 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Union County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Union County will make the final determination as to the bidder's ability.

1.17 VENDOR'S DEFAULT: Union County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.18 DUPLICATE COPIES: Union County requires that all vendors submit one original and one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.19 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Finance Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Director of Finance must receive questions regarding the specifications or bid procedures not less than seventy-two (72) hours prior to the time set for the bid opening.

1.21 SCHOOL CAFETERIA BIDS: If this bid is for Union County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.22 TERMINATION: Union County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.23 OSHA SAFETY: The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.24 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Union County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.25 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.26 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, interested parties may view results of bid on the Vendor Registry website or contact purchasing@ucps.org. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.27 PRICE INCREASE/DELIVERY CHARGES: Request for price or delivery charge increases must be received in writing 30-days prior to implementation. The Union County Director of Finance will review requests and make a determination to continue or cancel services.

1.28 INDEMNIFICATION/HOLD HARMLESS: Contractor shall indemnify, defend, save and hold harmless Union County and, its officers, agents 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, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

1.29 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.30 WAIVING OF INFORMALITIES: Union County reserves the right to waive minor informalities or technicalities when it is in the best interest of Union County.

1.31 APPROPRIATION: In the event no funds are appropriated by Union County 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 the 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.

1.32 ASSIGNMENT: Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Union County.

1.33 QUANTITIES: Union County does not guarantee quantities to be purchased off this bid.

1.34 UNIT PRICE: Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the pricing page for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.35 MODIFICATION OR WITHDRAWAL OF BIDS When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Finance Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids should be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid: Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.36 PRE-BID CONFERENCES – Attendance at Pre-bid Conference is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative **MUST** be in attendance and sign the Pre-bid sign-in sheet in order to be awarded the bid.

1.37 ADDENDUM -Union County Government reserves the right to amend this solicitation by addendum. Addendum will be emailed up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

BID NUMBER: 0131

BID TITLE: Horace Maynard Middle School-General Contractor

Section 2. BID INFORMATION

- 2.1 I acknowledge the receipt of:
(Please write "Yes" if you received)
Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____

- 2.2 Payment terms shall be _____% _____days
Offers of less than 20 days will not be considered
in bid evaluation. Union County's normal
payment terms of Net 30 days will be adopted
if no other terms are quoted and accepted

- 2.3 Bid pricing will remain stable _____days from
bid opening

Section 3. VENDOR INFORMATION

Vendor Name

Vendor Address

City, State

Zip Code

Telephone

Fax Number

Contact Person (Please Print)

Email Address _____

Tax Payer Identification Number: Social Security, Employer
Identification Number

What is the major service or product your company
provides?
(Explain/Describe)

Authorizing Signature

(Please sign original in blue ink)
I agree to abide by all Terms and conditions of this
Invitation to Bid and certify that I am authorized to sign this
bid for the vendor. Failure to include any information
mentioned in the bid or to comply with these bid instructions
may result in rejection of your bid.

The undersigned agrees if bid is accepted, to
furnish all license information

State of Tennessee Contractor's License Number

State of Tennessee Business License Number

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SECTION 4. INSURANCE REQUIREMENT CHECKLIST

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Union County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1. **Workers Compensation** Statutory limits
Employers Liability 100,000/100,000/500,000

2. **Commercial General Liability** \$1,000,000 per occurrence
\$2,000,000 aggregate
 - Occurrence Form Only
 - Include Premises Liability
 - Include Contractual
 - Include XCU
 - Include Products and Completed Operations
 - Include Personal Injury
 - Include Independent Contractors
 - Include Vendors Liability
 - Include Professional or E&O Liability

3. **Business Auto** \$1,000,000
 - Include Garage Liability \$1,000,000
 - Include Garage Keepers Liability
 - Copy of Valid Drivers License
 - Copy of Current Motor Vehicle Record
 - Copy of Current Auto Liability Declarations Page

4. **Crime Coverages**
 - Employee Dishonesty
 - Employee Dishonesty Bond

5. **Property Coverages**
 - Builders Risk
 - Inland Marine
 - Transportation

6. Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Union County Government at a federally insured financial institution. **MUST** be submitted before purchase order issued.

Certificate Holder Shall Be: Union County Government, Maynardville, Tennessee, and shall show the bid number and title. Union County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Union County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within **21 (twenty-one) calendar days** if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Vendor Name

Bid Representative Name (Please Print)

Authorized Signature

Date

BID NUMBER: 0131

BID TITLE: Horace Maynard Middle School-General Contractor

Bid Submission Checklist:

- Bid Submission Form _____
- Background Compliance Form Signed _____
- Insurance Check List Signed _____
- Bid information and Vendor Information Completed _____
- Original and a Copy of Bid _____