

**BID NUMBER: 0130**

**BID TITLE: Union County Heritage Park-Construction Services**

**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](mailto:purchasing@ucps.org)**

**(865) 686-5040 Phone**

**(865) 329-7428 Fax**



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**INVITATION TO BID**

**(Formal)**

Date Issued 5/14/2024

**Bids will be received until 2:00 p.m. May 28, 2024**

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**BID NOTICE**

Union County Government is currently accepting Heritage Park-Construction Services bids. Bid packet of detailed specifications and /or requirements may be obtained by email at [purchasing@ucps.org](mailto:purchasing@ucps.org) or on the Finance website at <http://www.unioncountyttn.com/board.php?page=countyfinance>.

Sealed bids must be submitted to Union County Finance Office, 300 Main Street, Maynardville, TN 37807 ATTN: Bid 0130-Union County Farmer's Market-Construction Services.

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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.

The Bid envelope must show the Bid Number, Name and Opening Date

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

## 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](mailto: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 Fianance, 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 REACHER 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](mailto: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.

## SCOPE OF PROJECT:

This project will include the completion of site work to provide walking paths, sidewalks, stairs, a Monumental Wall, and parking for an existing

Farmer's Market and partial greenfield site so it can now provide an expanded mix of community services. In addition to the site improvements, the scope also includes the build-out of new conditioned space underneath an existing shed structure to serve expanded culinary education programs.

The work to design the expanded space under the current shed will include the relocation of some existing culinary spaces and food equipment, including a walk-in cooler. The new conditioned space will need full HVAC, Plumbing, and Electrical work to properly integrate with the existing services already located in the shed structure. In addition to this work the main structure of the current shed will be expanded so it is double its current length.

In addition to the build-out and renovation of interior spaces inside of the existing Farmer's Market the scope will also include an addition to the rear of the building totaling approximately 2,500 sf in size. The addition will include expanded culinary program spaces with cooking stations, dry & wet storage, breakrooms, etc. The building addition will be of typical stud frame construction and clad in an exterior metal panel that matches the existing building. For the culinary program and cooking spaces the owner will provide the design team with a full set of food service drawings which include: locations and sizes for equipment, plumbing fixtures, floor drains, gas & water connections, and hood design information.

Architectural and Structural design work to engineer the wall appropriately, as well as any utilities such as electrical that would be required for site lighting or power.

## SCOPE OF SERVICE

Construction Documents: Provide stamped construction documents for purposes of a building permit for construction, and the design team will provide customary services for Construction Documents for architectural, civil, mechanical, plumbing, and electrical disciplines. These construction documents will be based on the scope described in the conceptual site plan attached and included as "Exhibit A", as well as the description of work stated above.

Services included in this proposal that are part of the standard Scope of Work:

### 1. Civil Design work

- a. Site Layout
- b. Site Grading
- c. Site Utilities
- d. Application & Coordination w/ local utility companies
- e. Specifications included on the drawings for miscellaneous scope items:
- f. Construction of fencing, gates, railings, gutters, downspouts, doors, exterior siding

### 2. Structural Design Work

- a. Construction of the monumental "retaining" wall
- b. Construction of the structure for the expanded shed interior build-out
- c. Construction for the expanded shed structure

3. **Mechanical & Plumbing Installation Work**

- a. New HVAC in the expanded shed interior space
- b. Construction of the culinary addition to the building
- c. Plumbing installation for new plumbing lines serving the expanded shed interior space.
- d. Plumbing installation for the culinary addition to the building
- e. Installing food service equipment selections into Plumbing & HVAC design
- f. Construction and detailing of any bathroom modifications required in culinary addition
- g. Construction of the the walk-in cooler relocation.
- h. Installation of HVAC equipment on drawings

4. **Electrical Installation Work**

- a. Lighting & Power installation for expanded shed facilities.
- b. Lighting & Power installation for culinary addition to building
- c. Construction of Food Service equipment selections into electrical plans

**SECTIONS: 2, 3 AND 4 OF THIS FORM ARE TO BE SUBMITTED/RETURNED WITH YOUR REQUEST FOR BID AND ARE PART OF THE CONTRACT DOCUMENTATION.**

**SECTION 2. REQUEST FOR PROPOSAL INFORMATION**

- 2.1 I acknowledge the receipt of:  
(Please write "Yes" if you received)  
Addend 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_
- 2.2 Payment terms \_\_\_\_\_.
- 2.3 Proposal Pricing will remain stable \_\_\_\_\_ days from bid opening.

The undersigned agrees if this Request for Proposal is accepted, to furnish any and all of the License Information listed below at the request of Union County, if required by Law. Please indicate if your company has the following.

Union County Business License \_\_\_\_\_ (Yes or No)  
Business License in State of Tennessee \_\_\_\_\_ (Yes or No)  
If so, Which County \_\_\_\_\_

2.4 Award will be made to the most responsive, responsible proposer meeting the specifications, and which presents the product and/or service that is in the best interest of Union County. Union County reserves the right reject and/or all proposals. The award of this proposal may result in a one (1) year agreement with an option to renew upon consent of both parties. The agreement can be renewed for up to three (3) one-year terms, resulting in a total of four (4) years.

Please indicate your agreement with these terms.

\_\_\_\_\_ Yes \_\_\_\_\_ No

**SECTION 3. VENDOR INFORMATION**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Contact Person (*Please Print*)

\_\_\_\_\_  
E-Mail Address

Taxpayer Identification Number: Social Security, Employer Identification Number:  
\_\_\_\_\_

\_\_\_\_\_  
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 entire bid