



ADVERTISEMENT DATE: **MARCH 26, 2024**

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421  
(423) 498-7030  
INVITATION TO BID (ITB)**

**BID 24-35 Site Preparation Services**

Sealed envelopes containing bids must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. Proposers must submit and mark an “original” bid, one “copy”, and one “USB Flash Drive” in one (1) sealed envelope. Bid documents may be secured from the Procurement Department at the above address and on our website at [www.hcde.org](http://www.hcde.org) via vendor registry. Bids received shall be opened by the Purchasing Department at the time and place designated in the Solicitation and/or associated addenda. The opening for the ITB shall be open to the public.

Bids must be received in the Purchasing Department prior to the designated time for opening. Bids received after the designated time of opening will be considered late and shall be considered Non-Responsive.

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| <b>SOLICITATION NUMBER &amp; TITLE</b> | <b>BID 24-35 Site Preparation Services</b>                           |
| <b>OPENING/DUE DATE &amp; TIME</b>     | April 22, 2024 2:00PM  |
| <b>LOCATION</b>                        | 3074 Hickory Valley Road, Chattanooga, Tennessee 37421               |
| <b>PROCUREMENT CONTACT</b>             | Debbie Jackson   |
| <b>PHONE</b>                           | 423-498-7030   |
| <b>EMAIL</b>                           | <a href="mailto:doe_purchasing@hcde.org">doe_purchasing@hcde.org</a> |
| <b>PRE-SOLICITATION MEETING</b>        | NO   |
| <b>TYPE</b>                            | N/A  |
| <b>DATE &amp; TIME</b>                 | N/A  |
| <b>LOCATION</b>                        | N/A  |

**BIDDER NAME** \_\_\_\_\_

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421  
(423) 498-7030**

**INVITATION TO BID (ITB)**

**BID 24-35 Site Preparation Services**

Sealed bids will be received addressed to the **Attention of Purchasing Department, Hamilton County Department of Education**, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, **until 2:00PM April 22, 2024**. Any bid received after the scheduled closing time for receipt of such bid will be considered late and shall be considered Non-Responsive.

**TERMS AND CONDITIONS**

**These terms and conditions shall be part of the Contract. HCS reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.**

***Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the words terms, quote, bid, proposal are used interchangeably and refer to the submission in response to any solicitation. Hamilton County Schools, will be referenced as "HCS".***

1. **Quality and Guarantee** - All material on which bids are submitted shall be of the quality and grade specified. Each bid must be accompanied with complete descriptions, catalog cuts, or other illustrations of each item upon which a bid is made. The names of manufacturers and stock numbers shall be clearly indicated. Approximate delivery dates are to be given for each item. Any item bid which does not completely meet stated specifications must be listed as an alternate.
2. **Requirements for Submitting Bids** – Bids made on forms other than the Bid Form will not be considered. No modifications or alterations to the bid documents may be made either by interlineation, supplements or deletions. Documents submitted with modifications of any kind will be ruled non-responsive and the vendor possibly removed or suspended from the bid vendor listing for a period of up to two (2) years. The signature of the person submitting the bid shall be in longhand without erasure.
3. **Bid amendment**: If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
4. **Bid delivery**: HCS requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Procurement Department shall be the official record of the time. HCS is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
5. **Bid forms**: Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.
  - a. All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

6. **Bid preparation:** Prospective bidders are solely responsible for their own expenses in Bid preparation and subsequent negotiations with HCS, if any.
7. **Bid pricing:** Any bid, and its associated pricing, shall remain valid for at least ninety (90) days after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
8. **Bid submission and transmission:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.
  - a. All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of HCS. Bids/Bids submitted via e-mail or facsimile machine are unacceptable.
9. **Cooperation with Other Service Providers:** If HCS undertakes or awards other contracts for additional related work, the Service Provider shall fully cooperate with such other Service Providers and HCS employees, and carefully fit its own work to such additional work as may be directed by HCS. The Service Provider shall not commit or permit any act which will interfere with the performance of work by any other Service Provider or County employees.
10. **Withdrawal** - Withdrawal of an inadvertent or erroneous bid or proposal by the vendor (before or after opening) may be permitted, when the Purchasing Department determines it to be appropriate. For an unopened manually submitted bid or proposal in exclusive possession of HCS to be withdrawn, a written request for withdrawal must be submitted to the office of the HCS Purchasing Department by a duly authorized representative of the vendor. To take effect, such requests must be received prior to the time set for the opening. A successfully withdrawn submission may be replaced with another sealed bid / proposal if it is received prior to the time set for the opening. In all cases, determination of bid / proposal receipt will be solely governed by the clock-in time as determined by a clock or timepiece designated by the Purchasing Department. No other clock or timepiece will have any bearing on determining whether or not the bid / proposal has been received prior to the time set for the opening. Electronic bids / proposals are available to be withdrawn by the vendor until the specified opening. An apparent successful bidder alleging a material mistake may be allowed to withdraw their Bid at the option of HCS.
11. **Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples to be submitted by the bidder upon request.
12. **Negotiation** – Hamilton County Department of Education may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Bid shall contain the Proposer’s best terms from a cost or price, experience and technical and service standpoint. Hamilton County Department of Education reserves the right to enter into negotiations with Proposers. If Hamilton County Department of Education and the selected Proposer cannot negotiate a successful agreement, Hamilton County Department of Education may terminate said negotiations and begin negotiations with the other Proposers. Hamilton County Department of Education retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Hamilton County Department of Education arising from such negotiations.
13. **Clarification of Bid Document** - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.

14. **Awarding of Contracts** - Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of HCS. HCS reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
  
15. **Tax Exemption** - Hamilton County Board of Education is a tax exempt entity/organization and will only pay those taxes for which it is obligated. Hamilton County Board of Education can provide a Government Certificate of Exemption for purchases where the entity's tax exemption may apply. All bidders should include in their bids, all sales and use tax which they are obligated to pay when making purchases for material or sub-contractor services. Sales and Use Tax shall be omitted when requesting pricing related to only equipment, supplies, product or equivalent purchases where the Certificate of Exemption for would exempt Hamilton County Board of Education from paying such taxes.
  
16. **Meeting Specifications** - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise which meets or exceeds the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.
  
17. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-contractors have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).
  - a. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
  
18. **Drug-Free Workplace Program**- Note: Required for construction services, encouraged for others. Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Other organizations are encouraged to ensure that their workplace is Drug-Free
  
19. **Title VI of the Civil Rights Act of 1964** - No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  
20. **Title IX of the Education Amendments of 1972** - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.
  
21. **Bid Acceptance**- Bidders shall hold their price and/or discount firm and subject to acceptance by HCS for a period of ninety (90) days from the date of the bid opening, unless otherwise indicated in their bid.

22. **Qualifications of Bidders**- A bidder may be required, before the award, to show to the complete satisfaction of HCS that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified.
23. **Restrictive or Ambiguous Specifications**- It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or Invitation to Bid (Bid) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Procurement Department not less than seventy-two hours prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
24. **Samples**: Samples of articles, when required, shall be furnished free of cost of any sort to HCS and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at bidder expense.
25. **TN Department Of Revenue Requirements**: Any awarded Vendor must be registered with the Department of Revenue for the collection of Tennessee sales and use tax.
26. **No Contact Policy**- After the date and time established for receipt of bids by the HCS Procurement Department, any contact initiated by any bidder with any HCS representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
27. **Pricing**: Vendors are to quote a firm fixed price or discount for the term of the contract; inclusive of any renewals. Upon notice of request for renewal, or in the event of significant industry wide market changes, the Vendor may request a price increase. Proof of price increase must be supplied to the HCS Procurement Department. HCS reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor may:
- Continue with existing prices;
  - Submit a revised request for price increase;
- Or
- not accept the renewal offer.
- a. If a price increase is approved by HCS, the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.
  - b. All orders are to be quoted F.O.B. destination.
28. **Quantities**- HCS does not guarantee any quantities of items to be purchased. We will buy these items on an as-needed basis.
29. **TN Cooperative Purchasing**: also known as piggybacking, HCDE reserves the right to extend the terms, conditions and prices of this contract to other institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or bids. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that HCDE shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option
30. **Acceptance**: all terms and conditions in this contract are deemed to be accepted by the vendor and incorporated in the bid, except the provision(s) which are expressly excluded by the specifications.
31. **Additional Information**: vendors are cautioned that any statement made by any individual or employee of HCS that materially changes any portion of the bid document, either before or after the issuance of the bid

documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

32. **Alteration or amendments:** no alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.
33. **Assignment:** contractors 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 consent of HCS.
34. **Brand names:** brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
35. **Code Of Ethics:** all suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
36. **Compliance With All Laws:** companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to title vi of the federal civil rights act of 1964, the equal employment opportunity act and the regulations issued there under by the federal government, the Americans with disabilities act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
37. **Declarative Statement:** any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
38. **Default:** in case of default by the vendor, HCS may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to HCS. Prices paid by HCS shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the procurement director.
39. **Deliveries:** must be accompanied by delivery tickets or packing slips. These shall contain the following information for each item delivered: purchase order number; item number; name of article; quantity; and supplier.
40. **Delivery Of Goods And Services** - it is understood and agreed that this bid shall constitute an offer which, when accepted in writing by Hamilton County Schools, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of bidders for at least six (6) months.
41. **Delivery Requirements:** time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by HCS. *Note: time of delivery may be a consideration in the award.*
42. **Drug-Free Workplace Program for Construction Services:** law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.

- 43. **Grant Funded Purchases:** for purchases that are grant funded, the grant agreement may contain/require special terms and conditions. If there is a conflict between the terms and conditions of the grant agreement and the general terms and conditions of the bid or bid, the grant agreement terms and conditions shall prevail.
- 44. **Indemnifications/Hold Harmless:** contractor shall indemnify, defend, save and hold harmless HCDE, the school board, administration, and their agents and employees from any and all suits, claims, actions or damages of any nature brought because of, arising out of, or related to the contractor's performance under the terms of this contract, including the work of any sub-contractor, and without regard to any allegations of fault.
- 45. **Insurance Requirements:** The Vendor shall maintain the following minimum insurance requirements throughout the duration of the Agreement. HCS reserves the right to request additional documentation or additional policies be provided at its sole discretion and where deemed in its best interest. HCS in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities.

Vendor shall provide Worker's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based. Vendor shall add Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured. Complete copies of insurance policies must be provided, if requested. A failure to provide said documentation will be considered a contract breach and grounds for termination of contract or pending award recommendation.

| Insurance Required           |   |
|------------------------------|---|
| Coverage                     | Amount  |
| Workers Compensation         | Statutory Limits of Tennessee                         |
| Employers Liability          | \$1,000,000 per occurrence                            |
| Commercial General Liability | \$1,000,000 each occurrence;<br>\$2,000,000 aggregate |
| Auto (Truck) Liability       | \$1,000,000 each occurrence                           |

- 46. **Invoices:** will be returned for correction unless they contain the following information: purchase order number; item numbers; description of item; quantity; unit price; extensions; and total.
- 47. **New equipment:** the vendor shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *Note: when the bid is for services, this item does not apply.*
- 48. **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 federal law.
- 49. **Non-Conflict Statement:** vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of HCS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the contractor in connections with any goods provided or work contemplated or performed relative to the agreement.
- 50. **Non-Discrimination Statement:** supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to

discrimination in the performance of this agreement, or in the employment practices of vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the fair wage and hour laws, the national labor relations act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.

51. **Payment Method-** HCS utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from HCS Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.
- a. The second method is the use of the HCS Credit Card (MASTERCARD). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the HCS Credit Card (MASTERCARD) as a form of payment. Bidders are prohibited to charge HCS any type of merchant fee from their financial institution to accept this type of payment.
52. **Payment Terms:** HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.
53. **Public Access to Procurement Information:** Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or bid has been completed. All public records pertaining to procurement shall be open for inspection during normal business hours as scheduled in advance with the Procurement Department.
54. **Protest of Award:** Any vendor who has submitted a timely bid or bid in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to HCS's Director of Procurement. Any protest must be submitted in writing and be in the possession of the Procurement Department before noon (ET) of the 2nd working day following the public recommendation of contract award.
- FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.**
55. **Right to Audit:** During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of HCS to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid/charged under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for seven (7) years from the date of payment under this Contract for inspection by HCS or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.
56. **Safety Data Sheets:** After award, the successful bidder(s) will be required to provide HCS with a master set of Safety Data Sheets for any applicable products.
57. **Severability:** If any provisions of these Rules or any application thereof to any person or under any circumstance is held to be invalid, such invalidity shall not affect the provisions or applications of these rules which can be given effect without the invalid provision or application, and to this end the provisions of these Rules are declared to be severable.



58. **Termination for Cause:** In the event of any breach of contract by the successful service provider(s), HCS may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then HCS shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to HCS, either at law or in equity.
59. **Termination for Convenience:** Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.
60. **Termination Due To Non-Appropriation:** HCS shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of HCS's future fiscal years unless and until HCS appropriates funds for this Contract in HCS's Budget for each such future fiscal year.
61. **Terms and Conditions:** In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
62. **Warranties:** Vendor warrants to HCS that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Vendor extends to HCS all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the HCS. Return of merchandise not meeting warranties shall be at Vendors expense.
63. **Waiving of Informalities:** HCS reserves the right to waive minor informalities or technicalities when it is in the best interest of HCS.
64. **Governing Law/Jurisdiction:** **The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees. By submission of a proposal and acceptance of a Purchase Order or Contract, Vendor hereby agrees to adhere to Governing Law/Jurisdiction requirements as described herein.**

**HCS DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.**

## **SPECIAL CONDITIONS**

### **1.0 CONTRACT PERIOD**

- 1.1 The Vendor shall be responsible for furnishing and delivery to the HCS requesting Departments(s) the commodity or services described herein on an “as-needed basis” for one (1) two-year (2) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed two (2) years. The increments of renewal shall be at the sole discretion of HCS as deemed in its best interest. Total contract period available shall be four (4) Years.
- 1.2 The Contract Period is expected to begin July 1, 2024 or soon thereafter.

### **2.0 MASTER CONTRACT NOTICE**

- 2.1 This is a “Master” contract, which is not for any specific project or need. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order (PO), by the requesting department. The requesting department reserves the right to provide additional project/order clarification details with the issuance of and within or attached to each PO. Such items shall be minor in nature such as providing for service completion dates, delivery locations, delivery and working hours, number of units, contact information, etc.

### **3.0 BASIS OF AWARD**

- 3.1 It is HCS's intent to award to a library of Vendors that are responsive, responsible, and meet the requirements and specifications as stated herein. This will allow departments and divisions to use the Vendor that has the needed product/service that best supports the department's need. Vendor is requested to bid on all line items as provided within the Bid/Proposal Form(s). Failure to bid on all line items may deem Vendor as Non-Responsive at the review and sole discretion of HCS.
- 3.2 HCS reserves the right to solicit for large projects outside of this Agreement where deemed in its best interested.
- 3.3 This shall not be considered and an exclusive contract. No work is guaranteed.

### **4.0 FUNDING NOTICE AND DAVIS BACON NOTICE:**

- 4.1 As a notice to all Vendors, this solicitation and its associated Agreement may be funded in whole or in part with Federal funds in addition to general funds of the agency. Where federal funding is utilized the federal provisions as provided within the Federal Notice & Provisions of this Agreement shall apply. Notice of application of federal funding may be given by HCS authorized Project Manager/Ordering Contact and may be notated on applicable Purchase Order where known in advance. When funding is not clear it shall be the responsibility of the Vendor to clarify with the HCS authorized Project Manager.
- 4.2 Any construction contract work authorization (Purchase Order or equivalent) exceeding \$2,000 and where federal funds are used shall comply with federal Davis Bacon regulations and those provided herein.

### **5.0 BOND**

- 5.1 For any construction Project Total that is equal to or exceeds \$100,000.00, Vendor shall provide a Performance & Payment Bond meeting the HCS requirements for 100% of the Project Total from a surety company authorized to do business in the state of Tennessee or other form satisfactory to HCS. Fees/costs associated with procuring any bonding shall be at the sole expense of the Vendor and such shall be covered by the Project Total provided by Vendor for the associated Project.

## SCOPE OF SERVICES

### BID 24-35 Site Preparation Services

#### **1.0 SUMMARY OF SCOPE**

1.1 Hamilton County Schools (HCS) seeks to contract with a qualified, experienced, and professional Vendor to provide excavation and site work services on an as-needed basis to various HCS facilities.

#### **2.0 DETAILED SCOPE OF SERVICES**

2.1 The services and products provided by the Vendor shall include, but not be limited to the following provisions:

2.1.1 Provide related services to include, but not be limited to grading, leveling, clearing land, drainage, excavation, compacting, disposal, and services on an as-needed basis for various HCS District schools and facilities.

2.1.2 Personnel by Vendor shall be highly skilled in their craft and shall provide experienced supervision for all work authorized under this Agreement.

2.2 Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Solicitation/Contract Documents. All Unit Prices shall be bid at the nearest whole penny. Any requested labor rates shall be fully loaded labor rates inclusive of pay, overhead, profit, social security, taxes, and any other incidental costs associated with such labor. There shall be no overhead or profit added to fully loaded labor rates.

2.3 Vendor shall provide a written quote upon request for all service/repair related work orders prior to providing any services.

2.4 All equipment pricing must include fuel and operator.

2.5 Prior to submitting a project related quote, the Vendor shall have visited the requested project site. It shall be the sole responsibility of the Vendor to have visited the site and have fully acquainted and familiarized themselves with the conditions as they exist and related to the work being requested. The failure or omission of the Vendor to receive or examine any instruction or document, or any part of the specifications or to visit the site and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance, shall not relieve the Vendor of any obligation to perform as specified herein.

2.6 It shall be the Vendor's responsibility to coordinate and schedule all authorized work with each school or facility contact prior to commencing any services.

2.7 Vendor shall ensure that project site is to the satisfaction of the HCS Auxiliary Department, at its sole discretion, following all work completed under this Agreement. Following project specific needs, additional services unrelated to the specified scope of work as described herein may be required to provide for full project completion. Such services may be requested under this Agreement on a project-by-project basis where Vendor or HCS deem necessary and applicable.

2.8 Within ten (10) days after the Notice of Award of a specific project or issuance of equivalent work authorization, Vendor shall provide a signed Agreement (if any), required bonding, valid insurance and other documents deemed necessary by the HCS authorized representative.

2.9 Material Markup – When Contractor furnishes materials for time and material projects, materials shall be billed at actual costs to Contractor plus markup percentage. Percentage markup for materials, repair components, or equipment shall be above Vendor incurred costs for such items. A mark-up on sales tax will not be allowed. HCS reserves the right at any point during the term of the Agreement, inclusive of any renewals, to request supporting documentation of Vendor invoiced amounts of material markup items.

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
Chattanooga, Tennessee 37421  
SOLICITATION RESPONSE & BID/PROPOSAL FORM

**BID 24-35 Site Preparation Services**

1. Vendor Name \_\_\_\_\_
2. Vendor Address \_\_\_\_\_
3. City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
4. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
5. Contact Person \_\_\_\_\_
6. Contact Person's email address \_\_\_\_\_
7. By submission of this bid/proposal, each Vendor and each person signing on behalf of any Vendor 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 Vendor is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
8. Authorizing Signature \_\_\_\_\_  
(Sign)
9. Authorizing Print Name & Title: \_\_\_\_\_
10. Vendor's Hamilton County Business License Number \_\_\_\_\_  
*(If Applicable) Attach A Copy Of The License.*
11. I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)  
Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_
12. Do you accept the Terms and Conditions of the solicitation/contract? Yes \_\_\_\_\_ No \_\_\_\_\_
13. May other Government Agencies in Tennessee purchase these products/services at the same prices as this bid/proposal? Yes \_\_\_\_\_ No \_\_\_\_\_
14. Will you accept E-commerce payments? Yes \_\_\_\_\_ No \_\_\_\_\_
15. Pricing: Complete following page Bid/Proposal Form

**REMINDER:**

All questions pertaining to this solicitation must be submitted electronically to [doe\\_purchasing@hcde.org](mailto:doe_purchasing@hcde.org) no later than **8 calendar days** prior to the Opening/Due date designated herein. Failure to submit a question in the timeframe indicated above may result in the question going unanswered at the discretion of HCS.

An extension to the opening date does not guarantee an extension to the question deadline period. Such will be communicated in associated addendum posting.

It is the sole responsibility of the Vendor to ensure they receive/obtain all solicitation related documentation.



## BID/PROPOSAL FORM

**COMPANY NAME:** \_\_\_\_\_

**SOLICITATION:** BID 24-35 Site Preparation Services

Having carefully examined the Solicitation/Contract Documents, Contractor/Vendor proposes to furnish the Scope of Services as described herein and within all applicable proposal submission documents for the fee(s) as presented below.

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Solicitation/Contract Documents. All Unit Prices shall be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices shall prevail and the corrected extension(s) and total(s) will be considered the price.

HCS requests bids/proposals be submitted on bid/proposal forms provided by the HCS for this solicitation. Fee(s) submitted on other forms, other than those provided by the HCS, may be deemed Non-Responsive upon review by and at the sole discretion of the HCS Purchasing Office.

### BID 24-35 Site Preparation Services Rate Schedule

| Item | Description  | Unit of Measure | Estimated Quantity | Unit Price |
|------|--|-----------------|--------------------|------------|
| 1    | Dump Truck   | HR              | 1                  | \$         |
| 2    | 308 Track Hoe or Equivalent  | HR              | 1                  | \$         |
| 3    | 315 Track Hoe or Equivalent  | HR              | 1                  | \$         |
| 4    | 320 Track Hoe or Equivalent  | HR              | 1                  | \$         |
| 5    | Skid Steer   | HR              | 1                  | \$         |
| 6    | Dozer 5K or Equivalent   | HR              | 1                  | \$         |
| 7    | Dozer 6N or Equivalent   | HR              | 1                  | \$         |
| 8    | Backhoe  | HR              | 1                  | \$         |
| 9    | Grader   | HR              | 1                  | \$         |
| 10   | Compactor 84" Smooth or Pad Foot   | HR              | 1                  | \$         |
| 11   | Dirt Disposal Off Site   | CY              | 1                  | \$         |
| 12   | Dirt Fill and Compaction on Site-<br>Includes material, delivery, compaction | CY              | 1                  | \$         |
| 13   | Rock Installation-<br>Includes material, delivery, installation              | CY              | 1                  | \$         |
| 14   | Tamps  | DAY             | 1                  | \$         |
| 15   | Haul Off & Disposal Fee  | CY              | 1                  | \$         |
| 16   | Cost Plus Percentage for Materials   | %               | 1                  | %          |
| 15   | General Labor  | HR              | 1                  | \$         |
| 16   | Supervisor Labor   | HR              | 1                  | \$         |
| 17   | Forman Labor   | HR              | 1                  | \$         |

**CERTIFICATE OF COMPLIANCE**

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/bid and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972
4. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

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

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_

Address \_\_\_\_\_ Fax No. \_\_\_\_\_

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

**AUTHORIZATION TO BIND**

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I certify and acknowledge that I have reviewed and approved the release of this proposal/bid for HCS's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal/bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

---

Authorized Signature (Officer of the Company)

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Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Taxpayer Identification Number

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



**Drug-Free Workplace Requirements & Affidavit  
TENNESSEE CODE ANNOTATED, § 50-9-113**

- (1) Each Contractor or Subcontractor with no less than five (5) employees receiving pay shall submit an affidavit stating that such employer has a drug-free workplace program in effect at the time of submission of bids. Said program shall comply with Title 50, Chapter 9, TCA.
- (2) If it is determined that an employer subject to the provisions of this section has entered into a contract for this Project and does not have a drug-free workplace pursuant to the referenced requirements, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance.
- (3) The written affidavit shall be submitted with the Construction Contractor's Bid Form, and the Bid shall not be considered complete if said affidavit is not included, and the Bid shall be rejected as Non-Responsive. For all other product or service contracts submission of the affidavit is encouraged only.
- (4) For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development.

(To be submitted with bid by construction contractor with 5 or more employees and encouraged for all others)

**AFFIDAVIT**

I \_\_\_\_\_, president or other principal

Officer of \_\_\_\_\_, swear or affirm that the  
(Name of Company)

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with the Tennessee Code Annotated, § 50-9-113.

\_\_\_\_\_  
President of Principal Officer

For: \_\_\_\_\_

STATE OF TENNESSEE}  
COUNTY OF \_\_\_\_\_}

Subscribed and sworn before me by \_\_\_\_\_, President or  
principal officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**Instructions for Non-Collusion Affidavit**

- (1) This non-collusion affidavit is material to any contract awarded pursuant to this bid.
- (2) This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (3) Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (4) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- (5) The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

**Non-Collusion Affidavit  
(Attachment A)**

State of \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and  
(Name of my Firm)  
employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the  
(Name of my Firm)

above representation are material and important and will be relied on by Hamilton County Department of Education in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Hamilton County Department of Education of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
(Signature and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, 20 \_\_\_\_\_

NOTARY PUBLIC:

My Commission Expires: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or bid regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

**Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

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

\_\_\_\_\_  
Signature of Authorized Official

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me, by means of  physical presence or  personally known, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ who has produced \_\_\_\_\_ as identification.  
(Print or Type Name) (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**Hamilton County Board of Education  
Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion**

The prospective participant / vendor certifies, by submission of this bid, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

Where the prospective participant / vendor is unable to certify any of the statements in this Certification, such prospective participant / vendor shall attach an explanation to this bid.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name(s) and Title(s) of Authorized Representative(s)

\_\_\_\_\_  
Signature

## Certification of Compliance with Tennessee Public Chapter # 587

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education to comply with Tennessee Public Chapter #587 (TPC587).

TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. (The Public Chapter 1080, (D) was amended to: “A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is conducted under the supervision of school officials or employees.”

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

**I have read the attached TENNESSEE PUBLIC CHAPTER # 587 and certify compliance with the regulations.**

---

Name/Address of Organization

---

Name/Title of Submitting Official

---

Signature

---

Date



### FUNDING NOTICE & PROVISIONS

NOTICE: the services being requested and the associated Agreement are funded in whole or in part with Federal funds in addition to general funds of the agency. As such, the applicable federal provisions of Appendix II, supported and enforced by the 2 CFR Part 200.327, and provided within this Funding Notice & Provisions section shall apply to the Agreement and where/as applicable to the Work performed.

Consultant/Contractor/Vendor agrees, through signature and certification provided below, to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated herein and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or equivalent business relationships the Consultant/Contractor/Vendor creates to support the Consultant/Contractor/Vendor's servicing to HCS.

When the funding source or the applicability of any provision provided herein is not clear, it shall be the sole responsibility of the Consultant/Contractor/Vendor to clarify any such items with the HCS authorized Project Manager or Sponsoring Department prior to omitting or not performing any action or requirement.

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Name & Address of Consultant/Contractor/Vendor

---

Name & Title of Submitting Authorized Official

---

Signature of Authorized Official Date

**CERTIFICATION REGARDING LOBBYING**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards and that all sub recipients shall certify and disclose accordingly to undersigned.

\_\_\_\_\_  
Name & Address of Consultant/Contractor/Vendor

\_\_\_\_\_  
Name & Title of Submitting Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date



Complete as applicable only.

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
4040-0013

|  |  |  |
|--|--|--|
| <b>1. * Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input checked="" type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance   | <b>2. * Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input checked="" type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. * Report Type:</b><br><input checked="" type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change |
| <b>4. Name and Address of Reporting Entity:</b><br><input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee<br>* Name: <input style="width: 100%;" type="text"/><br>* Street 1: <input style="width: 60%;" type="text"/> Street 2: <input style="width: 40%;" type="text"/><br>* City: <input style="width: 30%;" type="text"/> State: <input style="width: 30%;" type="text"/> Zip: <input style="width: 15%;" type="text"/><br>Congressional District, if known: <input style="width: 60%;" type="text"/>   |  |  |
| <b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b><br><div style="border: 1px solid black; height: 100px; width: 100%;"></div>  |  |  |
| <b>6. * Federal Department/Agency:</b><br><input style="width: 100%;" type="text"/>  | <b>7. * Federal Program Name/Description:</b><br><input style="width: 100%;" type="text"/><br>CFDA Number, if applicable: <input style="width: 60%;" type="text"/>                           |  |
| <b>8. Federal Action Number, if known:</b><br><input style="width: 100%;" type="text"/>  | <b>9. Award Amount, if known:</b><br>\$ <input style="width: 60%;" type="text"/>   |  |
| <b>10. a. Name and Address of Lobbying Registrant:</b><br>Prefix: <input style="width: 10%;" type="text"/> * First Name: <input style="width: 30%;" type="text"/> Middle Name: <input style="width: 30%;" type="text"/><br>* Last Name: <input style="width: 40%;" type="text"/> Suffix: <input style="width: 10%;" type="text"/><br>* Street 1: <input style="width: 40%;" type="text"/> Street 2: <input style="width: 60%;" type="text"/><br>* City: <input style="width: 20%;" type="text"/> State: <input style="width: 20%;" type="text"/> Zip: <input style="width: 15%;" type="text"/>                                 |  |  |
| <b>b. Individual Performing Services (including address if different from No. 10a)</b><br>Prefix: <input style="width: 10%;" type="text"/> * First Name: <input style="width: 30%;" type="text"/> Middle Name: <input style="width: 30%;" type="text"/><br>* Last Name: <input style="width: 40%;" type="text"/> Suffix: <input style="width: 10%;" type="text"/><br>* Street 1: <input style="width: 40%;" type="text"/> Street 2: <input style="width: 60%;" type="text"/><br>* City: <input style="width: 20%;" type="text"/> State: <input style="width: 20%;" type="text"/> Zip: <input style="width: 15%;" type="text"/> |  |  |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.       |  |  |
| * Signature: <input style="width: 100%;" type="text"/><br>* Name:    Prefix: <input style="width: 10%;" type="text"/> * First Name: <input style="width: 30%;" type="text"/> Middle Name: <input style="width: 30%;" type="text"/><br>* Last Name: <input style="width: 40%;" type="text"/> Suffix: <input style="width: 10%;" type="text"/><br>Title: <input style="width: 30%;" type="text"/> Telephone No.: <input style="width: 20%;" type="text"/> Date: <input style="width: 20%;" type="text"/>   |  |  |
| <b>Federal Use Only:</b>   |  | Authorized for Local Reproduction<br>Standard Form - LLL (Rev. 7-97)   |

**Attachment: Immigration Law Affidavit Certification**

This Affidavit is required and should be signed by an authorized principal of the Consultant/Contractor/Vendor and submitted with HCS Procurements where applicable. Further, Consultant/Contractor/Vendor are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by HCS personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

HCS will not intentionally award HCS contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (“INA”).

HCS may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by HCS.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by HCS.

---

Name & Address of Consultant/Contractor/Vendor

---

Name & Title of Submitting Authorized Official

---

Signature of Authorized Official

---

Date

# Confirmation of Compliance with Davis-Bacon Act and Related Acts

By signing below, I affirm the following:

1. I am familiar with or will promptly become familiar with the provisions and requirements set forth in the Davis-Bacon Act and Related Acts.
2. I have reviewed the enclosed documents provided to me by Hamilton County outlining the requirements set forth under the Davis-Bacon Act and Related Acts.
3. I understand the requirements set forth under the Davis-Bacon Act and Related Acts and my associated obligations and responsibilities as a contractor/subcontractor working on a federally funded construction project for Hamilton County.
4. I understand that if awarded the contract: I, and anyone acting on my behalf or at my direction, will adhere to all applicable requirements set forth under the Davis-Bacon Act and Related Acts at all times relevant while working on a federally funded construction project for Hamilton County.
5. I understand that if awarded the contract: Among the relevant requirements under the Davis-Bacon Act and Related Acts to which I will adhere, I will: 1) pay wages and fringe benefits as set forth under the attached Wage Determinations; 2) post Poster WH-1321 in a prominent location on the job site; 3) submit copies of my payroll to Hamilton County each week accompanied by a Statement of Compliance that satisfies OMB No. 1235-0008.
6. I understand that I shall ensure compliance with 40 USC 3141-3144 and 3146-3148 as well as 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction".
7. I understand that any subs/ subcontractors used to fulfill any portion of this contract must also adhere to the requirements of the Davis-Bacon Act and Related Acts.

---

Name & Address of Consultant/Contractor/Vendor

---

Name/Title of Submitting Authorized Official

---

Signature of Authorized Official Date

## FUNDING PROVISIONS

### 1. EQUAL EMPLOYMENT OPPORTUNITY:

1.1. During the performance of this contract, the contractor agrees as follows:

- A. The Consultant/Contractor/Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant/Contractor/Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant/Contractor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Consultant/Contractor/Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor/Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Consultant/Contractor/Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant/Contractor/Vendor's legal duty to furnish information.
- D. The Consultant/Contractor/Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant/Contractor/Vendor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Consultant/Contractor/Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Consultant/Contractor/Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Consultant/Contractor/Vendor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant/Contractor/Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Consultant/Contractor/Vendor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant/Contractor/Vendor. The Consultant/Contractor/Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant/Contractor/Vendor becomes involved in, or is threatened with, litigation with a sub-Consultant/Contractor/Vendor as a result of such direction, the Consultant/Contractor/Vendor may request the United States to enter into such litigation to protect the interests of the United States.

### 2. MAINTENANCE OF RECORDS:

2.1. The Consultant/Contractor/Vendor will keep and maintain adequate records and supporting documentation applicable to all of

the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the Consultant/Contractor/Vendor for a minimum of seven (7) years from the date of termination of this agreement, or for such period is required by law.

- 2.2. Consultant/Contractor/Vendor shall provide, when requested, access by HCS, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant/Contractor/Vendor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 2.3. Consultant/Contractor/Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 2.4. Consultant/Contractor/Vendor agrees to provide the Grant Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 2.5. Consultant/Contractor/Vendor shall retain all records associated with this Agreement for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 2.6. HCS and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as HCS deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Consultant/Contractor/Vendor and at the expense of HCS.
3. **DHS SEAL, LOGO, AND FLAGS**
  - 3.1. The Consultant/Contractor/Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Grant Agency pre-approval.
4. **LOCAL VENDOR PREFERENCE EXCLUSION**
  - 4.1. Local Vendor Preference is not applicable to this Agreement and subsequent contract and/or purchase order(s).
5. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS**
  - 5.1. This is an acknowledgment that Grant Agency financial assistance will be used only to fund the services requested. The Consultant/Contractor/Vendor will comply with all applicable federal law, regulations, executive orders, Grant Agency policies, procedures, and directives.
6. **NO OBLIGATION BY THE FEDERAL GOVERNMENT**
  - 6.1. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant/Contractor/Vendor, or any other party pertaining to any matter resulting from the Agreement.
7. **FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS**
  - 7.1. The Consultant/Contractor/Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant/Contractor/Vendors actions pertaining to this Agreement.
8. **SUBCONTRACTS**
  - 8.1. The selected firm must require compliance with all federal requirements of all sub-Consultant/Contractor/Vendors performing work for Prime Consultant/Contractor/Vendor under this Agreement, by including these federal requirements in all contracts with sub-Consultant/Contractor/Vendors.
9. **CONFLICT OF INTEREST:**
  - 9.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from Consultant/Contractor/Vendors or parties to subcontracts.
10. **EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):**

- 10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.
- 10.2. Sub-Consultant/Contractor/Vendor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-Consultant/Contractor/Vendors.
- 10.3. It shall be the vendor’s responsibility to familiarize themselves with all rules and regulations governing this program.
- 10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

**11. ENERGY POLICY AND CONSERVATION ACT**

- 11.1. Consultant/Contractor/Vendor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**12. SMALL AND MINORITY BUSINESS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

- 12.1. Place qualified small and minority businesses and women’s business enterprises on solicitation lists.
- 12.2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
- 12.3. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 12.4. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
- 12.5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises.
- 12.6. Requiring the prime Consultant/Contractor/Vendor, if subcontracts are to be let, to take the five previous affirmative steps.

**13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)**

- 13.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its Grant Agency award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that Consultant/Contractor/Vendor should review.
- 13.2. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)**

- 14.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending Grant Agency Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

**15. TERMINATION FOR CAUSE AND/OR CONVENIENCE:**

- 15.1. HCS, by written notice to the Consultant/Contractor/Vendor, may terminate this Agreement with or without cause (for convenience), in whole or in part, when HCS determines in its sole discretion that it is in HCS's best interest to do so. In the event of termination the Consultant/Contractor/Vendor will not incur any new obligations for the terminated portion of the Agreement after the Consultant/Contractor/Vendor has received notification of termination.
- 15.2. If the Agreement is terminated before performance is completed, the Consultant/Contractor/Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of HCS and shall be turned over promptly by the Consultant/Contractor/Vendor.

**16. SUSPENSION AND DEBARMENT**

- 16.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant/Contractor/Vendor is required to verify that none of the Consultant/Contractor/Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 16.2. The Consultant/Contractor/Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 16.3. This certification is a material representation of fact relied upon by the awarded Consultant/Contractor/Vendor. If it is later determined that the Consultant/Contractor/Vendor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to HCS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 16.4. The Consultant/Contractor/Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**17. RECOVERED MATERIALS**

- 17.1. In the performance of this contract, the Consultant/Contractor/Vendor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:
  - Competitively within a timeframe providing for compliance with the contract performance schedule;
  - Meeting contract performance requirements; or
  - At a reasonable price.
- 17.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

**18. REMEDIES**

- 18.1. In the event the Consultant/Contractor/Vendor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, HCS may, upon fifteen (15) calendar days written notice to the Consultant/Contractor/Vendor and upon the Consultant/Contractor/Vendor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
  - 18.1.1. Withhold or suspend payment of all or any part of a request for payment.
  - 18.1.2. Require that the Consultant/Contractor/Vendor refund to HCS any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
  - 18.1.3. Exercise any corrective or remedial actions, to include but not be limited to:
  - 18.1.4. Requesting additional information from the Consultant/Contractor/Vendor to determine the reasons for or the extent of non-compliance or lack of performance;
  - 18.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

- 18.1.6. Advising the Consultant/Contractor/Vendor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- 18.1.7. Requiring the Consultant/Contractor/Vendor to reimburse HCS for the amount of costs incurred for any items determined to be ineligible.

**19. OTHER REMEDIES AND RIGHTS:**

- 19.1. Pursuing any of the above remedies will not keep HCS from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If HCS waives any right or remedy in this Agreement or fails to insist on strict performance by the Consultant/Contractor/Vendor, it will not affect, extend or waive any other right or remedy of HCS, or affect the later exercise of the same right or remedy by HCS for any other default by the Consultant/Contractor/Vendor.
- 19.2. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between HCS and the Consultant/Contractor/Vendor arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Tennessee law. If such dispute is in state court, venue shall be in the courts of Hamilton County.

**20. CONTRACT WORK HOURS & SAFETY STANDARDS: For Agreements exceeding \$100,000 with use of mechanics or laborers.**

- 20.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 20.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 20.3. Withholding for unpaid wages and liquidated damages. The State of Tennessee Division of Emergency Management or equivalent office shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 20.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**21. CLEAN AIR ACT: For Agreements exceeding \$150,000.**

- 21.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 21.2. The contractor agrees to report each violation to the Grant Agency and the Regional Office of the Environmental Protection Agency and understands and agrees that the Grant Agency and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to HCS, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 21.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Grant Agency.

**22. FEDERAL WATER POLLUTION CONTROL ACT**



- 22.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 22.2. The contractor agrees to report each violation to the Grant Agency and the Regional Office of the Environmental Protection Agency and understands and agrees that the Grant Agency and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to HCS, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 22.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Grant Agency.

**23. BYRD ANTI-LOBBYING AMENDMENT:**

- 23.1. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Consultant/Contractor/Vendors who apply or bid for an award of \$100,000 or more shall file the required certification.

**24. CONTRACT CHANGES OR MODIFICATIONS**

- 24.1. No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.

**25. RIGHTS TO INVENTIONS MADE UNDER AN AGREEMENT**

- 25.1. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and HCS enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Agreement must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations.

**26. CIVIL RIGHTS ASSURANCE STATEMENT**

- 26.1. The vendor hereby agrees that it will comply with:
  - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
  - 2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
  - 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
  - 4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
  - 5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
  - 6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
  - 7. Where USDA applies: All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
  - 8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
  - 9. Where USDA applies: Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
  - 10. Where USDA applies: The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

**27. Where USDA applies:**

- (1) This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing

of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

(2) Food service staff will be funded by School Nutrition funds, a non-federal entity subject to the provisions in 2 CFR 200.324(d). Therefore, the fees for food service positions cannot be quoted using cost plus a percentage of cost, per 2 CFR 200.324(d). The proposer must provide pricing for food service staff using a cost plus fixed-fee method. Other position types may be quoted using either pricing method.

**DAVIS-BACON ACT & APPLICABLE PROVISIONS**

*With respect to all construction contracts and subcontracts over two thousand dollars (\$2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.*

**(1) Minimum wages –**

(i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its sub-CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2). Withholding - Hamilton County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under the Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any sub-CONTRACTOR the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Hamilton County may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3). Payrolls and basic records – (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DavisBacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The CONTRACTOR shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to Hamilton County for transmission to the Grant Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all sub- CONTRACTORS.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub- CONTRACTOR or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or sub-CONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or sub- CONTRACTOR shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Grant Agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or sub- CONTRACTOR fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4). Apprentices and trainees – (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing

Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or sub- CONTRACTOR 's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(5). Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.

(6). Subcontracts. The CONTRACTOR or sub- CONTRACTOR shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Grant Agency may by appropriate instructions require, and also a clause requiring the sub-CONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any sub- CONTRACTOR or lower tier sub- CONTRACTOR with all the Contract clauses in 29 C.F.R. 5.5.

(7). Contract termination: debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub- CONTRACTOR as provided in 29 C.F.R. 5.12.

(8). Compliance with Davis - Bacon and Related Act requirements. All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.

(9). Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub- CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10). Certification of eligibility –

(i) By entering into the Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### COPELAND ANTI-KICKBACK ACT

(a) *Definitions.*

- *Kickback*, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- *Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- *Prime contract*, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- *Prime Contractor* as used in this clause, means a person who has entered into a prime contract with the United States.
- *Prime Contractor employee*, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
- *Subcontract*, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- *Subcontractor*, as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.
- *Subcontractor employee*, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) [41 U.S.C. chapter 87](#), Kickbacks, prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation [3.502-2\(i\)](#) on the date of subcontract award.

### ADDITIONAL DAVIS BACON DETAILS

#### Application and Requirements of Contractors

- Applies to contractors and subcontractors performing on federally funded or assisted contracts **in excess of \$2,000** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.
- The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.
- Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- Contractors and subcontractors on contracts on Davis-Bacon Act **contracts in excess of \$150,000 or Related Acts contracts in excess of \$100,000** are also required to pay laborers and mechanics one and one-half times their basic rates of pay for all hours over 40 worked on a covered contract in a work week.
- Apprentices may be employed at less than the predetermined rates if they are individually registered in and employed pursuant to an apprenticeship program registered with the DOL or with a state apprenticeship agency recognized by the DOL. Trainees individually registered may be employed at less than predetermined rates if they are participating in a trainee program certified by the DOL.
- **Contract Work Hours and Safety Standards Act** contracts in excess of \$100,000 requires contractors and subcontractors to pay laborers and mechanics one and one-half times their basic rates of pay for all hours over 40 worked on a standard work week. The act also provides no laborers or mechanics must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.
- Contractors and subcontractors on contracts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** (42 U.S.C. 7401-7671q) and **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387).
- **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) – Contractors that apply or bid for a contract exceeding \$100,000 must file the required certification. Each tier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress or an employee of a member of congress in connection with obtaining any Federal contract. Each tier must also disclose any lobbying with non-Federal funds that takes place with obtaining any Federal award.
- Covered contractors must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:
  - Name, address, and SSN of each worker
  - Each worker's work classifications
  - Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
  - Daily and weekly number of hours worked
  - Deductions made
  - Actual wages paid
  - Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
  - If applicable, detailed information regarding approved apprenticeship or trainee programs

- **Contractors and subcontractors must pay laborers and mechanics weekly and submit weekly certified payroll records to the contracting agency.** Contractors and subcontractors are also subject to rules concerning allowable payroll deductions.
- Weekly payrolls provided to the contract agency can include an individually identifying number of each worker and should not include SSNs or home addresses.
- **Each payroll submitted must be accompanied by a "Statement of Compliance" using page 2 of Form WH-347 Payroll** (<https://www.dol.gov/agencies/whd/forms/wh347>) or any form of identical wording, certifying compliance. This statement must be signed by the contractor or subcontractor or an authorized officer or employee and submitted to a representative of the contracting agency **within seven days** after the regular pay date for the pay period.

### **Penalties for Noncompliance**

- Contractors or subcontractors found to have disregarded their obligations under the Davis-Bacon Act or found to be "in aggravated or willful violation" may be subject to debarment from future contracts for up to three years.
- Contract payments may be withheld in sufficient amounts to satisfy liabilities for unpaid wages and for liquidated damages resulting from overtime violations.
- Breach of contract clauses may also be grounds for termination of the contract.

### **Posting Information at Job Site**

- Contractor Must Post Wage Determinations (WD) and Davis-Bacon poster (WH-1321) prominently at job site: <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fedprojc.pdf>







|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL.....  | \$ 32.53 | 17.40   |
| IRONWORKER, REINFORCING..... | \$ 32.53 | 17.40   |
| IRONWORKER, STRUCTURAL.....  | \$ 32.53 | 17.40   |

SHEE0004-009 01/01/2023

|  | Rates    | Fringes |
|--|----------|---------|
| SHEET METAL WORKER (Excludes<br>HVAC Duct Installation)..... | \$ 33.43 | 16.17   |

SHEE0005-003 05/01/2022

|  | Rates    | Fringes |
|--|----------|---------|
| SHEET METAL WORKER (HVAC Duct<br>Installation Only)..... | \$ 33.33 | 12.84   |

SUTN2017-033 04/16/2021

|   | Rates       | Fringes |
|---|-------------|---------|
| BRICKLAYER.....                                 | \$ 20.00    | 0.00    |
| CARPENTER.....                                  | \$ 18.00    | 0.00    |
| CEMENT MASON/CONCRETE FINISHER...               | \$ 20.25    | 0.00    |
| LABORER DEMOLITION.....                         | \$ 16.74 ** | 0.00    |
| LABORER GRADE CHECKER.....                      | \$ 13.01 ** | 0.00    |
| LABORER: Common or General.....                 | \$ 14.11 ** | 2.30    |
| LABORER: Mason Tender - Brick...                | \$ 13.54 ** | 0.00    |
| LABORER: Mason Tender -<br>Cement/Concrete..... | \$ 15.33 ** | 0.00    |
| LABORER: Pipelayer.....                         | \$ 14.99 ** | 2.41    |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....    | \$ 23.94    | 0.00    |

OPERATOR: Bobcat/Skid

|  |             |       |
|--|-------------|-------|
| Steer/Skid Loader.....                                     | \$ 16.84 ** | 0.00  |
| OPERATOR: Bulldozer.....                                   | \$ 28.19    | 9.65  |
| OPERATOR: Drill.....                                       | \$ 26.50    | 4.09  |
| OPERATOR: Forklift.....                                    | \$ 15.00 ** | 0.00  |
| OPERATOR: Paver (Asphalt,<br>Aggregate, and Concrete)..... | \$ 14.70 ** | 0.00  |
| OPERATOR: Roller.....                                      | \$ 14.35 ** | 0.00  |
| PAINTER (Brush and Roller).....                            | \$ 15.48 ** | 0.00  |
| PIPEFITTER.....  | \$ 29.54    | 12.41 |
| PLUMBER.....   | \$ 26.86    | 10.40 |
| ROOFER.....  | \$ 16.29 ** | 0.00  |
| TILE FINISHER.....   | \$ 14.00 ** | 0.00  |
| TILE SETTER.....   | \$ 19.65    | 0.00  |
| TRUCK DRIVER: Dump Truck.....                              | \$ 15.28 ** | 0.00  |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 \*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

### Other Sources:

General Guidance: <https://www.dol.gov/agencies/whd/government-contracts/construction/guidance>

Forms: <https://www.dol.gov/agencies/whd/government-contracts/construction/forms>

Relevant Federal Authorities:  
<https://www.dol.gov/agencies/whd/government-contracts/construction/laws>

Interpretive Guidance: <https://www.dol.gov/agencies/whd/government-contracts/construction/interpretive>

Fact Sheets: <https://www.dol.gov/agencies/whd/government-contracts/construction/fact-sheets>



# Davis-Bacon Act Guidance

## Davis-Bacon Act (DBA) Overview

Enacted in 1931, the DBA is intended to protect communities and

workers from economic disruption caused by competition arising from non-local contractors obtaining federal construction con-



tracts by underbidding local wage levels.

**Applicability**

The DBA requires payment of prevailing wages and fringe benefits for all construction contracts exceeding \$2,000 funded in whole or in part with Federal funds (AIP, USDA, ARC, etc.). This requirement extends to all subcontractors employed under the prime Contractor. This requirement is included in the grant assurances, and is considered a condition of grant acceptance.

**Wage Determinations {WD}**

WD's are issued based on project location and construction type: *Highway, Building, Heavy, and Residential.*

- **Highway**- Appropriate for most airfield projects
- **Building**- Non-residential sheltered enclosures
- **Residential**- Not applicable to airport work
- **Heavy**- Projects not classified as any of the above

A current wage rate determination and DBA contract provision must be physically included in the project bid solicitation. WDs must also be posted at the job site.



- Select State and County
- Select Construction Type

**Guide to Compliance**

Sponsor

- Incorporate a current WD and required contract clause into the bid solicitation
- Do not award contract to a debarred contractor
- Review weekly payroll records
- Conduct labor standards interviews
  - No mandated frequency; however, *29 CFR Part 5.6* requires interviews to be conducted "with such frequency as may be necessary to assure compliance."

Contractor:

- Pay wages and fringe benefits per appropriate WD
- Post WD and Davis-Bacon Poster (*WH-1321*) in a prominent and conspicuous location on the job site
- Submit copies of payroll to Sponsor weekly
  - Shall **NOT** include Social Security Numbers or home addresses (*29 CFR 5.5(o)(3)(ii)(A)*)
  - **Must** be accompanied with a "Statement of Compliance" which satisfies *OMB No. 1235-0008*
  - *Optional Form WH-347* satisfies DBA requirements, but is not mandated

TDOT Aeronautics Division:

Persons approving a reimbursement request, TDOT should receive and review all Certified Payrolls applicable to the dates of service for compliance

**Resources**

[Davis-Bacon Act — 40 U.S.C. 3141 et. seq.](#)

[29 CFR — Labor](#)

[Department of Labor Resources](#)

[Federal Contract Provisions](#)

[Davis-Bacon Poster \(WH-1321\)](#)

[SF 1445 — Labor Standards Interview / TDOT Local Programs Form C-27](#)

### Davis-Bacon Act Weekly Payroll Form and Payroll Statement of Compliance

The Davis-Bacon Act and Related Acts requires contractors and subcontractors to submit copies of your payroll to Hamilton County each week accompanied by a Statement of Compliance. The following information is being provided to help you complete the required forms.

Each payroll submitted must be accompanied by a "Statement of Compliance" using page 2 of Form **WH-347 Payroll** or any form of identical wording, certifying compliance. This statement must be signed by the contractor or subcontractor or an authorized officer or employee and submitted to a representative of the contracting agency within seven days after the regular pay date for the pay period. An optional payroll form and the required "Statement of Compliance" are below or can be found here along with specific instructions on filling out the form.

(<https://www.dol.gov/agencies/whd/forms/wh347>)

Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts.

If you choose not to use the optional payroll form on page one. The information below is needed to meet the requirements set forth by the Wage and Hour Division of the Department of Labor when submitting weekly payroll.

- Name of Contractor or Subcontractor
- Contractor or Subcontractor Address
- Payroll Number
- For Week Ending
- Project and Location
- Project or Contract Number
- Worker's Full Name and Individual Identifying Number (e.g., last four digits of SSN)
- Number of Withholding Exemptions
- Work Classifications
- Hours Worked
- Total Hours
- Rate of Pay plus any cash paid in lieu of fringe benefits paid
- Gross Amount Earned
- Deductions
- Net Wages Paid for Week
- Weekly payrolls provided to the contract agency can include an individually identifying number of each worker (Last four digits of SSN) and should not include SSNs or home addresses.

The sample payroll form and the required "Statement of Compliance" can be found [here](#) along with specific instructions on filling out the form.

**U.S. Department of Labor**  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1235-0008  
Expires: 07/31/2024

|   |                 |                      |  |  |   |  |
|---|-----------------|----------------------|--|--|---|--|
| NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> |                 | ADDRESS              |  |  | OMB No.: 1235-0008<br>Expires: 07/31/2024 |  |
| PAYROLL NO.   | FOR WEEK ENDING | PROJECT AND LOCATION |  |  | PROJECT OR CONTRACT NO.                   |  |

| (1)<br>NAME AND INDIVIDUAL IDENTIFYING NUMBER<br>(e.g., LAST FOUR DIGITS OF SOCIAL SECURITY<br>NUMBER) OF WORKER | (2)<br>NO. OF<br>WITHHOLDING<br>EXEMPTIONS | (3)<br>WORK<br>CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE      |  |  |  |  |  |  | (5)<br>TOTAL<br>HOURS | (6)<br>RATE<br>OF PAY | (7)<br>GROSS<br>AMOUNT<br>EARNED | (8) DEDUCTIONS |                         |       |                     |  | (9)<br>NET<br>WAGES<br>PAID<br>FOR WEEK |
|--|--|-------------------------------|------------|-----------------------|--|--|--|--|--|--|-----------------------|-----------------------|----------------------------------|----------------|-------------------------|-------|---------------------|--|---|
|  |  |                               |            | HOURS WORKED EACH DAY |  |  |  |  |  |  |                       |                       |                                  | FICA           | WITH-<br>HOLDING<br>TAX | OTHER | TOTAL<br>DEDUCTIONS |  |   |
|  |  |                               |            |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |   |
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



Sealed Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

|   |  |
|---|--|
| <b>BID/PROPOSAL DOCUMENTS • DO NOT OPEN</b> |  |
| SOLICITATION No.:                           | <b>24-35</b>   |
| SOLICITATION TITLE:                         | <b>Site Preparation Services</b>   |
| OPENING/DUE DATE:                           | <b>April 22, 2024</b>  |
| TIME DUE:                                   | <b>Prior to: 2:00PM</b>  |
| SUBMITTED BY:                               | _____  |
|   | (Name of Company)  |
| e-mail address                              | Telephone  |
| DELIVER TO:                                 | <b>Hamilton County Board of Education<br/>Attn: Purchasing Department<br/>3074 Hickory Valley Road<br/>Chattanooga, TN 37421</b> |

\*Notices:

- The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the HCS solicitation for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label or other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.
- Submissions received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of HCS.
- Some submissions may require the Vendor to provide the company name, Tennessee Contractor's license number, expiration date, license classification and company address on the outside of the sealed bid envelope in accordance with TCA 62-6-119. Where this is requested within the project documents the Vendor is solely responsible for compliance with this request.

**PLEASE PRINT CLEARLY**