

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road Chattanooga, Tennessee 37421  
(423) 498-7030  
July 7, 2021

Bid File 22-08

## INVITATION TO BID

### Contract to Repair Athletic Field Irrigation Systems

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. In the lower left corner of the envelope, print your company name, Bid File Number and the time and date of opening. Proposers must submit "original" bid and one "copy" in one (1) sealed envelope. All bids will be opened publicly. Bid documents may be secured from the Purchasing Department at the above address and on our website at [www.hcde.org](http://www.hcde.org) via vendor registry.

Bid must be received in the Purchasing Department prior to the designated time for bid opening. Bids received after the designated time of opening will be considered late and will not be accepted. Bids will be opened on July 22, 2021 at 11:00 am.

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

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421  
July 7, 2021

**Invitation to Bid**

Contract to Repair Athletic Field Irrigation Systems

Sealed bids will be received addressed to the **Attention of: Denise Ellison, Hamilton County Department of Education**, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, **until 11:00 am, on July 22, 2021** at which time they will be opened and read publicly. Any bid received after the scheduled closing time for receipt of such bid will not be considered.

**SECTION I GENERAL TERMS AND CONDITIONS**

***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 terms quote, bid or bid are also 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. **Exceptions:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document.
4. **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.
5. **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.

6. **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.

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.

7. **Bid Preparation**: Prospective bidders are solely responsible for their own expenses in Bid preparation and subsequent negotiations with HCS, if any.
8. **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.
9. **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.

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.

10. **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.
11. **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 a 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.
12. **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.

13. **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.
14. **Tax Exemption** - Sales and excise taxes do not apply to the equipment purchased by a board of education. These taxes should not be included when submitting bid prices on the attached Bid Form. The necessary exemption certificate properly executed is to be provided by the successful bidder for signature by a representative of the Owner.
15. **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.
16. **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).

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.

17. **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
18. **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.

19. **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.
20. **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.
21. **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.
22. **Restrictive or Ambiguous Specifications**- It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB/Bid) or Request for Proposal (RFP) 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.
23. **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*.
24. **TN Department Of Revenue Requirements**: Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. HCS shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
25. **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.

26. **Pricing:** Vendors are to quote a firm fixed price or discount for the next twelve months. At renewal time, 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.

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. Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers. However, vendor must submit proof of price increase.

27. **Quantities-** HCS does not guarantee any quantities of items to be purchased. We will buy these items on an as-needed basis.
28. **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

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

**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.**

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **Code of Ethics:** all suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
7. **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.
8. **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.

9. **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.
10. **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.
11. **Delivery Of Goods And Services** - it is understood and agreed that this bid shall constitute an offer which, when approved by the school board and accepted in writing by the purchasing department, 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.
12. **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.*
13. **Discounts for Prompt Payment:** vendors may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of net 15. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or bids. If earned, HCS will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the Successful Bidder within the Stipulated Time Frame.
14. **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.
15. **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.
16. **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.



17. **Insurance:** bidders shall provide workman's compensation insurance as required by applicable laws of the state of Tennessee and shall provide liability insurances in the following minimum amounts: commercial general liability: primary coverage \$1,000,000; general aggregate \$3,000,000; products/completed operations \$1,000,000; personal and advertising injury \$1,000,000; excess liability following primary form \$2,000,000. Automobile liability \$1,000,000; excess liability following primary form \$2,000,000, all insurance must be occurrence based. Successful bidder must add the Hamilton County Department of Education as an additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement # for each additional named insured. Proposer must provide proof of liability insurance with proposal.
18. **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.
19. **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.*
20. **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.
21. **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.
22. **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.

23. **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.

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.

24. **Payment Terms**: HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.

25. **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.

26. **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.**

27. **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.

28. **Taxes**: HCS is a tax-exempt organization. Sales, use or federal excise taxes should not be included in your bid.

29. **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.

30. **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.

31. **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.
32. **Terms and Conditions:** In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
33. **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.
34. **Waiving of Informalities:** HCS reserves the right to waive minor informalities or technicalities when it is in the best interest of HCS.

**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.**

**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 \_\_\_\_\_

**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.
- (6) The Non-Collusion Affidavit must be submitted with the contractor's bid for the proposed project. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

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: \_\_\_\_\_

## **Drug-Free Workplace Affidavit Requirements**

- (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 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.
- (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.

**AFFIDAVIT OF COMPLIANCE  
WITH  
DRUG-FREE WORKPLACE REQUIREMENTS OF  
TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with bid by construction contractor with 5 or more employees)

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: \_\_\_\_\_



**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.

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

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

## **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 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

# 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 to 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

---

Date

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
Chattanooga, Tennessee 37421  
July 7, 2021  
BID FORM

SECTION III Contract to Repair Athletic Field Irrigation Systems  
Contract Period: 8/20/21 to 6/30/23 Renewal Period: 7/1/23 to 6/30/24

1. Vendor Name \_\_\_\_\_  
Vendor Address \_\_\_\_\_
2. City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
3. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
4. Contact Person \_\_\_\_\_
5. Contact Person's email address \_\_\_\_\_
6. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
7. Authorizing Signature \_\_\_\_\_  
(Sign in blue ink)
8. Vendor's Hamilton County Business License Number \_\_\_\_\_  
(If Applicable) *Attach A Copy Of The License.*
9. I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)  
Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_
10. Do you accept the Terms and Conditions of the bid? Yes \_\_\_\_\_ No \_\_\_\_\_  
With Exceptions \_\_\_\_\_
11. May other Government Agencies in Tennessee purchase these products/services at the same prices as this bid? Yes \_\_\_\_\_ No \_\_\_\_\_
12. Will you accept E-commerce payments? Yes \_\_\_\_\_ No \_\_\_\_\_

13. Pricing:

Description	Price	Unit
Laborer	\$	HR
Foreman	\$	HR
Supervisor	\$	HR
Materials Cost Plus Markup	\$	%
Overhead Percentage	\$	%
Profit Percentage	\$	%

Requirements:

1. Locate and repair or replace any malfunctioning zone valves.
2. Locate and repair or replace any malfunctioning sprinkler heads.
3. Locate and repair or replace any malfunctioning control boxes.
4. Locate and repair or replace any malfunctioning control wiring from control box to zone valves.
5. Locate and repair or replace any malfunctioning sections of pipe that is broken or leaking.
6. Contractor is responsible for troubleshooting irrigation system when not operating correctly. Example: System not turning off or turning on.
7. Contractor will provide all necessary equipment and man power to complete any of the above listed repairs.
8. HCDE Plumbing Department has to approve any materials being used for repairs prior to their install.
9. Contractor will respond in a timely fashion as needed to make repairs as problems arise.
10. The list above is not comprehensive and other jobs or services may be needed.

Bid price(s) to remain firm for ninety (90) days from date of bid opening.

Bidder \_\_\_\_\_  
 (Company Name)

**ADDENDUM TO AGREEMENT**

This addendum shall be considered part of and incorporated into the Agreement between the Hamilton County Department of Education, hereinafter referred to as, "Department", and \_\_\_\_\_ Company (Company) dated \_\_\_\_\_.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. 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.
2. 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 our signatures we have read the above terms of this Addendum and agree with the terms.

\_\_\_\_\_  
Superintendent  
Hamilton County Department of Education

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Vendor Information Form

Please complete all of the following information, where applicable:

Tax ID # (FEIN or SSN): \_\_\_\_\_

Organization Type:     Corporation                       Individual/Sole Proprietor                       Joint Venture  
                                   LLC     Partnership/Limited Partnership                       Non Profit\*

Tax Exempt

Name of Company/Firm (as shown on Federal Tax return): \_\_\_\_\_

Alternate name, if applicable (doing business as): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_ - \_\_\_\_\_

Contact person: \_\_\_\_\_ Business Ph#: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-mail address (for Purchasing): \_\_\_\_\_

Company / Firm's website address: \_\_\_\_\_

Payment address (if different from address above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_ - \_\_\_\_\_

Payment Terms:  \_\_\_\_\_ % discount Net 15 days / Net 30 Days or  Net 30 Days

Separate Checks: ( ) Yes or ( ) No    Accept Purchasing Card (i.e. VISA): ( ) Yes or ( ) No

Business E-mail address (for Accounts Payable): \_\_\_\_\_

Bank Name: \_\_\_\_\_ Bank Address: \_\_\_\_\_

Account Name: \_\_\_\_\_ Banking Info: Account #: \_\_\_\_\_

Checking/Savings \_\_\_\_\_ Routing and transit # (Via ACH): \_\_\_\_\_

Are you currently employed or have you ever been employed by HCDE? ( ) Yes or ( ) No

If yes, please specify employment dates: \_\_\_\_\_

Requestor/Vendor's Signature: \_\_\_\_\_ Date requested/sent: \_\_\_\_\_

For Accounting Use Only:

\_\_\_\_ New Vendor (A completed and signed W-9 form from the vendor (Required))

Vendor Type: \_\_\_\_ V – Standard    \_\_\_\_ I – Payroll    \_\_\_\_ C – Consultant/Channel Partners

\_\_\_\_ Vendor Change (Provide changes below, where applicable)

Vendor #: \_\_\_\_\_ Date received by Accounting: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date completed: \_\_\_\_\_

Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# 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 Schools 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 Schools.
4. If I am awarded the contract, 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 Schools.
5. If I am awarded the contract, 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 Schools each week accompanied by a Statement of Compliance that satisfies OMB No. 1235-0008.
6. If I am awarded the contract, 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.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

# DAVIS-BACON AND RELATED ACTS

## 40 USC §3141 et seq. and 29 CFR Parts 1, 3, 5, 6 and 7

### 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 require 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 workweek.
- 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.
- 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/sites/dolgov/files/WHD/legacy/files/wh347.pdf>) 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.

### **Requirements of Contracting Agency**

- Incorporate a current Wage Determination and required contract clause into the bid solicitation.
- Do not award any contract to a contractor who has been debarred.
- Review weekly payroll records.
- Conduct labor standard interviews “with such frequency as may be necessary to assure compliance.” (29 CFR Part 5.6).

### **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>

**CONSTRUCTION WAGE DETERMINATIONS FOR HAMILTON COUNTY (AS OF MAY 2021)**

<https://beta.sam.gov/wage-determination/TN20210088/0>

General Decision Number: TN20210088 01/01/2021

Superseded General Decision Number: TN20200088

**State: Tennessee**

**Construction Type: Building**

**County: Hamilton County in Tennessee.**

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an **hourly minimum wage of \$10.95** for calendar year 2021 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, 2015.

If a contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021.

If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

	Rates	Fringes
Boilermaker.....	\$ 30.07	21.61

---

Rates      Fringes

CARPENTER (Including Form Work (Excluding Acoustical Ceiling Installation).....\$ 20.80 11.26

-----

Rates Fringes

ELECTRICIAN.....\$ 32.05 14.5%+7.85

-----

Rates Fringes

OPERATOR: Power Equipment

Crane..... \$ 28.26 10.10  
Forklift..... \$ 25.97 10.10  
Grader/Blade..... \$ 25.97 10.10

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Rates Fringes

IRONWORKER, STRUCTURAL AND REINFORCING.....\$ 27.95 16.37

-----

Rates Fringes

PIPEFITTER (Including HVAC Pipe Installation).....\$ 29.32 10.83

-----

Rates Fringes

PLUMBER (Excluding HVAC Pipe Installation)..... \$ 29.32 10.83

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Rates Fringes

SHEET METAL WORKER (Including Metal Building Erector(Metal Siding/Wall Panels), HVAC Duct Installation and Metal Roof Installation).....\$ 27.73 14.87

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Rates Fringes

BRICKLAYER.....\$ 20.00 0.80

CARPENTER (Acoustical Ceiling Installation Only)..... \$ 17.43 2.25

CEMENT MASON/CONCRETE FINISHER...	\$ 17.55	1.57
LABORER: Common or General.....	\$ 11.47	5.12
LABORER: Landscape.....	\$ 10.67	0.89
LABORER: Mason Tender - Brick...	\$ 10.00	0.80
LABORER: Roof Tearoff.....	\$ 9.75	0.49
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.90	7.53
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.53	0.00
OPERATOR: Bulldozer.....	\$ 18.90	7.53
OPERATOR: Mechanic.....	\$ 18.66	3.39
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.50	0.00
OPERATOR: Roller.....	\$ 13.98	0.00
PAINTER: Spray.....	\$ 14.30	0.00
ROOFER: Built up Roof.....	\$ 12.74	0.00
ROOFER: Rubber Roof.....	\$ 15.73	0.00
ROOFER: Single Ply Roof.....	\$ 16.50	0.32
TILE FINISHER.....	\$ 10.00	0.74
TRUCK DRIVER: Dump Truck.....	\$ 12.56	0.00
TRUCK DRIVER: Material Truck....	\$ 16.50	1.95
TRUCK DRIVER: Pickup Truck.....	\$ 11.70	3.92

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

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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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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) (ii)).

**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 contracts 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. WD's must also be posted at the job site.

Get Current Wage Determinations

CLICK

- Select State and County
- Select Construction Type

*\*Note: Tennessee has a **statewide** wage rate determination for the highway 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(a)(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:

- Before 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](#)
- [Optional Form WH-347 \(Certified Payroll\)](#)