

Invitation for Sealed Bids Hickman County Schools

INSTALLATION OF ENTRY RESISTANT WINDOW FILM

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GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED

1. Sealed bids must be mailed or hand delivered to the Hickman County Finance Office at 114 North Central Ave, Suite 203, Centerville, TN 37033 and clearly marked on the outside of the envelope **“Entry Resistant Film Project”** by 10 AM on December 1, 2023 . Sealed bids will be opened shortly after 10 AM on December 1, 2023 at the Hickman County Board of Education located at 115 Murphree Ave, Centerville, TN 37033. For projects that exceed \$25,000, Tennessee State Contractor’s License number should be listed on the outside of the envelope and a copy provided with the bid proposal. Sealed bids must be received by 10:00 AM on December 1, 2023. Hickman County Schools (HCS) will not accept bid responses after 10:00 AM. Proposals submitted by fax or electronic mail will not be accepted.
2. No bidder may withdraw their proposal for a period of sixty (60) days after the date and hour set for the opening of bids.
3. The bidder shall show in each bid item(1 & 2) a square foot price and total for each school. In the event of error or discrepancy in the calculation, the square foot price shall prevail.
4. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form. (See “Specifications” sheet for additional detail.)
5. Affidavit Acknowledgement must be signed and notarized, and returned with the bid.
6. HCS reserves the right to reject any and all bids, to waive any technicalities in the bidding and to award each item to different bidders or all items to a single bidder.
7. Direct purchase of certain items of equipment or material by HCS is exempt from Federal Excise Tax and Tennessee Sales Tax. In such cases, the bidder shall quote prices which do not include Federal Excise Tax and Tennessee Sales Tax. HCS will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
8. The successful bidder shall execute a written contract with HCS and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the HCS. If the project exceeds \$100,000.00, the successful bidder will furnish a Performance Bond covering the full amount of the contract.

NARRATIVE

PURPOSE

Hickman County Schools (HCS) desire to enter into a contractual relationship with a qualified licensed vendor for the installation of entry resistant film to identified school entries and newly remodeled doors and windows.

INTENT

It is the intent of this bid to set forth the terms, conditions and requirements necessary for a contractual basis and in a competitive manner. It is further intended that the services covered by this bid shall be furnished by the successful bidder subject to all the terms and conditions set forth in this bid. No other terms and conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance of the performance of all or any portion of the services covered by this bid shall constitute unqualified acceptance of all its terms and conditions and shall serve as the agreement between parties.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Hickman County does not discriminate on the basis of race, creed, religion, national origin, age, gender, marital status, disability or any other unlawful area in the operation of its educational programs and in personnel administration.

CONTRACT

HCS and the successful bidder agree to enter into a contract within ten (10) days after notification of award of bid. The successful bidder agrees to submit and deliver to the HCS all bonds and certificates of insurance which are required by this bid or by law.

CHANGES

HCS may make changes within the general scope of the services to be performed by giving notice to the bidder and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the services, equitable adjustment in the price shall be made.

TERMINATION OF CONTRACT

HCS may, by written notice, terminate the contract for bidder's default, in whole or in part, at any time if bidder refuses or fails to comply with the provisions of this bid, maintain a consistently high quality of work or so fails to make progress as to endanger performance, and does not cure such failure after written notice within a reasonable period of time, or fails to perform the services within the time specified or any written extension thereof.

CONTRACTOR'S LIABILITY

General Liability

HCS shall not be liable or responsible for any accident, loss, assault, battery, defamation, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work to persons and/or property, and the Contractor shall fully indemnify and protect HCS from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of negligence of the Contractor or his agents, with liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save HCS harmless and indemnify him for every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by premises while in control of the Contractor or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in this bid.

Liens - Contractor agrees to indemnify and hold HCS harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this bid and from all laborer's materialmen's and mechanics' liens upon the real property upon which the work is located or any property of HCS.

Premiums - Premiums on all insurance policies shall be paid by the Contractor and shall be deemed included in the service agreement unless otherwise specified.

Insurance - The Contractor and any subcontractors shall carry liability insurance, workers compensation insurance, and provide documentation along with bid.

DAVIS BACON

Federal funds are being used for this project, therefore Davis Bacon requirements apply. Davis-Bacon Act By submitting a signed proposal, vendors certify their compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In addition, vendors certify their compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

IRAN DIVESTMENT

Political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer is required under T.C.A. § 12-12-106 to create a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of this state, and any such contract is declared void *ab initio* under § 12-12-110. The list is published on the Department of General Services' [Public Information Library](#) page.

Non-Boycott of Israel

Tenn. Code Ann. § 12-4-119 prohibits public entities (including counties) from entering into a contract for services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in, and will not be engaged in for the duration of the contract, a boycott of Israel. Any contract entered into on or after July 1, 2022 that fails to comply with the law is void. The law does not apply to contracts with a value of less than \$250,000 or in contracts where the supplier has less than ten employees.

AMERICANS WITH DISABILITIES ACT

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of the bidder.

CONFLICT OF INTEREST

Hickman County Government requires that a "Conflict of Interest" form be signed and included in bid documents.

OTHER APPLICABLE LAWS

Any provisions required to be included in a contract of this type by any applicable and valid Federal, State or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

BACKGROUND CHECKS

Bidder shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires any person, corporation or entity who enters into or renews a contract with a local board of education, to provide a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present. The enclosed COMPLIANCE AGREEMENT WITH PUBLIC CHAPTER 587 of 2007 MUST be signed and returned with the bid.

IDENTIFICATION

The Contractor, Subcontractors and their employees are required to have visible, personal identification and the vendor's company name displayed on their shirts. They will also be required to wear attire appropriate for a school environment, i.e., shirt, pants and shoes. Clothing displaying nudity, obscene symbols or pro-drug slogans are prohibited. The Contractor, Subcontractors and their employees must check in and out at the main office before starting work during normal school hours.

DISCIPLINE

The bidder acknowledges and understands that the job is being performed on public property owned by HCS, which may at various times during the completion of the job be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, and otherwise comply

with applicable law, the bidder agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this contract:

1. The bidder shall immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.
2. The Contractor, Subcontractor and their employees will refrain from using foul, abusive or profane language on school district property. Smoking, firearms/weapons, illegal drugs are prohibited on school district property, including all buildings and grounds.
3. The Bidder shall enforce strict discipline and good order among their employees at all times. Bidder's personnel or designated representatives, with the exception of emergency situations.
4. No radios or amplified music from phones (earbuds are acceptable) are allowed on the job site.

BIDDER'S AFFIDAVIT

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached Affidavit Acknowledgement. Failure to do so may be cause for rejection of the bid.

ASSIGNMENT

Successful bidder shall not sell, sublet or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the Assistant Superintendent of Operations.

CONTACTS

All questions and inquiries relating to and to clarify any part of these bid requirements, terms, conditions or contractual obligations shall be directed to:

HCS Maintenance Department 931-729-3391 ext 2240

ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. HCS is not bound by any oral representations, clarifications or changes made in the written specifications by HCS employees unless such clarification or change is provided to bidders in written addendum form from HCS.

WARRANTY

Supplier will furnish a warranty for products and installation for products and installation of at least one year from final acceptance of the project. Manufacturers standard product warranties for computer hardware and software will apply, if they normally exceed the one year time period.

REFERENCES

Please provide a list of references to include company, address, telephone number and contact person.

GENERAL SPECIFICATIONS

SCOPE OF WORK

Hickman County Schools (HCS) desire to enter into a contractual relationship with a qualified licensed vendor for the installation of entry resistant film to identified school entries, BID ITEM 1, and newly remodeled doors and windows, BID ITEM 2.

Bid Item 1 - School Entries

East Hickman Elementary School - 1st vestibule, ~135 sq ft
East Hickman Intermediate School - 1st vestibule, ~125 sq ft
East Hickman Middle School - 1st vestibule, ~80 sq ft
East Hickman High School - 1st vestibule, ~150 sq ft
Centerville Elementary School - 1st vestibule, ~105 sq ft
Centerville Intermediate School - 2nd vestibule, ~50 sq ft
Hickman County Middle School - 1st vestibule, ~50 sq ft
Hickman County High School - 1st vestibule, ~190 sqft

Bid Item 2 - Newly installed doors and windows (pdf prints available from maintenance dept.)

East Hickman County Middle School
Centerville Elementary School
Hickman County Middle School

REQUIREMENTS

For both bid items:
Film must be clear
At least 8 mil in thickness
Reach at least 7 ft above grade level
Estimated amount of time to complete must be provided

BID ITEM 1 SUMMARY

SQUARE FOOT PRICE \$ _____

East Hickman Elementary School \$ _____

East Hickman Intermediate School \$ _____

East Hickman Middle School \$ _____

East Hickman High School \$ _____

Centerville Elementary School \$ _____

Centerville Intermediate School \$ _____

Hickman County Middle School \$ _____

Hickman County High School \$ _____

Estimated time to complete _____

BID ITEM 2 SUMMARY

SQUARE FOOT PRICE \$ _____

East Hickman Middle School \$ _____

Centerville Elementary School \$ _____

Hickman County Middle School \$ _____

Estimated time to complete _____

CONTRACTOR/BIDDER INFORMATION SHEET

Full Name of Bidder:_____

Legal Identity
(Corporation, Partnership, Individual, etc.)_____

Address_____

Telephone_____

Fax_____

Taxpayer Identification Number_____

Contact Person_____

Phone_____

Email_____

CUSTOMER REFERENCE LISTING

Contractor shall furnish the names, addresses, contract, telephone numbers, length of contract and size of property of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has in the past furnished service for.

Company Name _____

Address _____

Contact _____

Telephone number _____

Company Name _____

Address _____

Contact _____

Telephone number _____

Company Name _____

Address _____

Contact _____

Telephone number _____

AFFIDAVIT ACKNOWLEDGEMENT

AMERICANS WITH DISABILITIES ACT

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of the bidder.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 BACKGROUND CHECKS

Bidder shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires any person, corporation or entity who enters into or renews a contract with a local board of education, to provide a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

DRUG FREE WORKPLACE REQUIREMENTS

Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with Tennessee Code Annotated Section 50-9-112.

IRAN DIVESTMENT ACT

Under the Iran Divestment Act, T.C.A. §§ 12-12-101--12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer is required under T.C.A. § 12-12-106 to create a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of this state, and any such contract is declared void ab initio under § 12-12-110.

On or after July 1, 2016, every bid or proposal submitted to a political subdivision where competitive bidding is required must contain the following statement, submitted by the bidder under penalties of perjury:

"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 § 12- 12-106."

COLLUSION AMONG BIDDERS

The bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.

1. Bidder is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
2. neither the bidder nor anyone subject to the bidder's direction or control has been a party;

- a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other things of value for special consideration in the letting of a contract.
3. no officer or employee of HCS either directly or indirectly, owns any interest in the bidder's business.

NON-BOYCOTT OF ISRAEL

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

DAVIS BACON

Federal funds are being used for this project, therefore Davis Bacon requirements apply. Davis-Bacon Act By submitting a signed proposal, vendors certify their compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In addition, vendors certify their compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

SIGNATURE OF AUTHORIZED AGENT _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature of Notary Public _____

My Commission Expires _____

The Affidavits Acknowledgment must be completed, signed by an authorized agent and notarized and submitted with bid documents

Hickman County Government

Conflict of Interest Disclosure Form

The County Financial Management System of 1981 contains the most stringent conflict of interest provisions. TCA §5-21-121 provides:

(a) The director, purchasing agent, members of the committee, members of the county legislative body or other officials, employees, or members of the board of education or highway commission shall not be financially interested or have any personal beneficial interest, either directly or indirectly, in the purchase of any supplies, materials, equipment or contractual services for the county.

(b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials, equipment or contractual services, shall give or offer, nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or other otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

Date: _____ Name: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify any boards or committees you (and/or your spouse) sit on, the name of your employer and any businesses you or your spouse may own.

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Date: _____ Signature: _____