



**BRISTOL TENNESSEE CITY SCHOOLS
Request for Bid**

BTCS Bid #24-2268 Digital Display School Signs

Date Advertised: April 20, 2024

Pre-Bid Meeting: April 25, 2024 at 10:00AM EST

Opening Date: May 2, 2024 at 2:00PM EST

Include the bid reference number on the bid envelope.

Submit Proposals to:

Tara E. Musick, Chief Financial Officer
Bristol Tennessee City Schools
615 Martin Luther King Jr. Blvd.
Bristol, TN 37620

Bristol Tennessee City Schools
Invitation to Bid

Bid Reference No. 24-2268

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Bristol Tennessee City Schools

Invitation to Bid

INSTRUCTION TO BIDDERS

1. Bristol Tennessee City Schools (BTCS), 615 Martin Luther King Jr. Blvd., Bristol, TN will receive bids for **BID 24-2268 – Digital Display School Signs** until 2:00PM on May 2, 2024 at which time all bids will be publicly opened. A pre-bid meeting will be held on April 25, 2024 at 10:00AM at the above-mentioned address. Please email Curt Rutherford at rutherfordc@btcs.org with your intent to bid. Bidders should familiarize themselves thoroughly with any conditions, which may in any manner affect the cost, progress, or performance of the work. If a Bidder is unable to attend, it may be possible for an alternative meeting date to be scheduled. Detailed specifications may be obtained from the Business Office of the Bristol TN City Schools at the above address, Monday – Friday from 7:30AM until 4:00PM, and are also available for download on the Business page of the school system’s website at: www.btcs.org. Bristol Tennessee City Schools reserve the right to reject any and all bids and/or negotiate with the low Bidder when it is in the best interest of the school system.
2. Direct all questions related to this bid to Curt Rutherford, Chief Facilities and Maintenance Officer - Facilities and Maintenance. Questions may be submitted by mail, fax, or e-mail (preferred):

Mail: Curt Rutherford

Bristol Tennessee City Schools
615 Martin Luther King Jr. Blvd.
Bristol, TN 37620

Fax: (423) 652-9573

Phone: (423) 652-9447

E-mail: rutherfordc@btcs.org

Prospective Bidders should e-mail their intent to bid to the e-mail address above. Thereafter, answers to any Bidder’s questions will be sent to everyone who has registered their intent to bid. Questions and requests for clarifications should be submitted not later than three (3) business days before the bid opening. If required, an addendum will be issued to address questions. Please note the bid and the addendums are the only binding documents relating to this “Request for Bids”.

3. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the Bidder.
4. Clarifications or qualified bids may be considered non-responsive and may not be accepted. It is the intent that all questions be raised and addressed prior to bid time. Only responses in an addendum will be considered binding.
5. Corrections or erasures on the proposal form must be noted with the initials or signature of the Bidder.
6. Bids shall be submitted on the “Bid Pricing Sheet” which is a part of this bid.
7. Each bid must be signed by the Bidder with his/her original signature on the Bid Pricing Sheet for consideration. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to legally bind the corporation.
8. **TWO COPIES** (one original and one copy) of the bid package should be sealed in an envelope and marked on the outside of the envelope, **BID 24-2268 – Digital Display School Signs**. Bristol Tennessee City Schools will not be held responsible for the premature opening of unmarked envelopes if sent through the regular mailing system.

INSTRUCTIONS TO BIDDERS (CONTINUED)

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9. In accordance with T.C.A. 62-6-119 all contractor license information, including electrical, plumbing, and HVAC must be listed on the outside of the bid envelope for projects of \$25,000 or more. All masonry contractor information must be included for masonry portions of a project exceeding \$100,000. In order to comply, list the **name of the project, contract number, name, address, and Contractor's license number of the Bidder, expiration date of the Contractor's license, the classification applying to this bid, and date and time of opening.**

All Contractor information must be included for any of the above types of contractors. If this information is not listed, the bid will be deemed non-responsive.

10. Envelopes must be sealed when submitted and must be properly noted with the bid reference number and the description of the bid item. Separate bids must be submitted for each reference number. The System will not be held responsible for the premature opening of unmarked envelopes if sent through regular mailing system. Facsimile transmissions of bidding documents will not be accepted.
11. If questions are mailed, do not place the bid number on the outside of the envelope containing questions. The System may identify such an envelope as a sealed proposal and may not open it until the official bid due date. Bidders must clearly understand that the only official answer or position will be the one stated in writing.
12. All bids shall remain valid for a period of sixty (60) days after bid opening unless a longer period is otherwise stated herein.
13. Bids are to be mailed to or delivered to Tara E. Musick, Chief Financial Officer; Bristol Tennessee City Schools; 615 Martin Luther King Jr. Blvd.; Bristol, TN 37620. **One original and one copy** of each bid package must be submitted for review, unless otherwise stated. The Bidder should also include the following items in the bid package:
- a) Bid Pricing Sheet
 - b) Bid Guarantee, if required
 - c) Each Bidder should submit at least **three (3) references** of similar size and scope jobs that have been completed by the Bidder. All Bidders are required to include names, e-mails, and phone numbers of contacts familiar with similar proposals.
 - d) Iran Divestment Act Certification of Non-inclusion
 - e) Non-Boycott of Israel Certification
 - f) Compliance with Tennessee Public Chapter #587 Certification
 - g) Drug-Free Affidavit of Prime Bidder
 - h) Certificate of Compliance
14. Declaration/Statement by Bidder - The respondent hereby states that he/she, his/her 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/she, his/her company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).
15. Prospective Bidders are solely responsible for their own expenses in bid preparation and subsequent negotiations with the System, if any.

INSTRUCTIONS TO BIDDERS (CONTINUED)

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16. Proposal Guaranty: Each bid over one hundred thousand dollars (\$100,000) shall be accompanied by a certified check or bid bond executed by a company licensed to do business in the State of Tennessee, in an amount equal to The certified check or bid bond of the successful Bidder for each project, provided any bid is accepted, will be retained by the Owner until the execution by the Contractor of the contract. A Bidder to whom the contract is awarded and fails to execute the contract documents properly and furnish any required performance and payment bond hereinafter specified for the faithful performance of his contract shall forfeit his certified check or be liable to action on his bond.

Certified checks and bid bonds of all unsuccessful Bidders will be returned immediately after the sixty (60) days or when the Owner enters into contract for the scope of work.

17. Disclaimer and Cancellation: Bristol Tennessee City Schools reserve the right to accept any bid, reject any or all bids, and to waive any informality, where such acceptance, rejection, or waiver is considered to be in the best interest of Bristol Tennessee City Schools. Bristol Tennessee City Schools also reserves the right to reject any proposal where evidence or information submitted by the Bidder does not satisfy Bristol Tennessee City Schools that the Bidder is qualified to carry out the requirements of the contract documents. The school system reserves the right to disregard any and all nonconforming, incomplete, or conditional proposals and to negotiate contract terms with the successful Bidder.

The Owner shall consider the qualifications of the Contractors, their subcontractors or representatives, and may conduct investigations as deemed necessary in order to evaluate any person or groups of persons designated to perform the service/product. The Contractor shall inform the Owner in writing of all subcontractors performing work on this project and which areas of work each subcontractor will be performing. The Contractor shall state qualifications and experience, and details of his organization and any subcontractors. Owner reserves the right to disallow any subcontractors to work on the project that are believed to be unable to satisfactorily complete any portion of their work during the Owner's investigation.

This bid does not commit Bristol Tennessee City Schools to any specific course of action. Bristol Tennessee City Schools reserve the right to not select any Bidder or purchase any goods or services resulting from this bid.

18. Method of Source Selection: The Owner is using the Competitive Sealed Bid method of source selection, as authorized by Bristol Tennessee City School System for this procurement.

Awards, if made, will be made to the responsible Bidder whose proposal is most advantageous to Bristol Tennessee City Schools, taking into consideration price and the other factors set forth in this Section, Number 19 of this bid. The Owner may conduct discussions with responsible Bidders that may be selected for the award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

19. Criteria Used to Determine Winning Proposal (maximum of 100 points)

Is the proposed cost a good value? **(40 points)**

Does the Bidder possess the ability, capacity, skill, and financial resources to meet the terms of this bid? **(25 points)**

Has the Bidder performed satisfactorily in previous contracts of similar size and scope? **(15 points)**

Does the Bidder have a successful history of completing work for the Bristol TN City Schools? **(15 points)**

Does the Bidder have a successful history of completing work in other K-12 school systems? **(5 points)**

Bristol Tennessee City Schools
Invitation to Bid

GENERAL CONDITIONS

1. The successful Bidder will enter into the contract and complete the scope of work as described in this “Request for Bid”.

The Contractor, by executing a proposal, warrants that the service and/or products to be supplied to Bristol Tennessee City Schools shall be of the highest quality and workmanship. In the event that the service/product is found to be ineffective or does not conform to specification, Bristol Tennessee City Schools reserve the right to cancel the contract upon written notice to the Bidder and/or to obtain the service/product from a separate Contractor, in which case the original Contractor shall be held liable for any additional costs which may be incurred.

The Contractor shall be responsible for all licenses, fees, taxes, insurances, and permits required for performance of the contract resulting from this bid. The Contractor is solely responsible for complying with any city, county, state, or federal ordinances and/or laws that apply to his business. This may include but is not limited to city business licenses and building permits. The Contractor should gain approval from the Bristol Tennessee Codes Enforcement Department before commencing any work.

2. 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.
3. The Contractor is solely responsible for complying with any city, county, state or national ordinances or laws that apply to the safe and legal operation of the business. This may include but is not limited to compliance with TOSHA regulations.
4. The Contractor must submit a monthly invoice for the portion of the work completed on or about the last day of the month. After approval by the Owner’s Representative and when the portion of the work is deemed complete, prompt payment will be made by BTCS.
5. For contracts over one hundred thousand dollars (\$100,000) and prior to the signing of the contract, the Bidder shall have entered into a bond with the surety approved as hereinafter provided. The bond shall be for at least the amount of the contract, payable to the Owner, and to the persons performing the labor and furnishing the materials, conditioned upon faithful performance of the contract in strict conformity to the plans, specifications and conditions of said contract, and conditioned further upon the payment to all persons who have, and fulfill contracts directly with the Contractor for performing labor and furnishing materials in the prosecution of such work is required by the contract. This bond shall be construed, regardless of its language, as incorporating within its provisions, the obligations to faithfully perform the contract and to pay all persons who have, and fulfill, contracts directly, and the Contractor for performing labor and furnishing materials in the prosecution of the work provided in the contract. Persons who have, and fulfill, contracts which are directly with the Contractor for performing labor and furnishing materials in the prosecution of construction work defined herein shall have a direct right of action against the obligors and sureties on the bond required herein of the Contractor. Persons who have, and fulfill, contracts which are directly with subcontractors for performing labor and furnishing materials in the prosecution of construction work defined herein shall have a direct right of action against the obligors and sureties on the bond required herein of the subcontractors.

Provided, however, any and all rights, claims, actions at law or equity or persons performing labor or furnishing materials as aforesaid which arise under the bond provided for in the first paragraph hereof shall be subject to all rights, claims, actions at law or equity in the State of Tennessee under such bond. No action on any bond required herein shall be brought unless within one year after substantial completion of the contract; provided, however, every action brought under this section shall be brought in a Tennessee Court of competent jurisdiction in and for the county in which this project is situated, or in the United States District Court for the district in which the project or any part thereof, is situated and not elsewhere.

6. Termination with Cause: Bristol Tennessee City Schools reserve the right to terminate this contract for failure of the Contractor to complete the scope of work satisfactorily. Upon failure of the Contractor to complete the scope or a portion of the scope of work, Bristol Tennessee City Schools will provide written notice of default to the Contractor. The Contractor will have three (3) days to correct the situation. If after three (3) days, the situation is not corrected, Bristol Tennessee City Schools will correct the situation and will deduct the cost of the remedy from the balance of the contract's value. After correcting the situation, Bristol Tennessee City Schools may terminate the contract. The Contractor will be paid the value of the work completed to date, less any outstanding costs that the Bristol Tennessee City Schools may have incurred in remedying the situation.
7. Termination without Cause: Bristol Tennessee City Schools reserve the right to terminate this contract without cause. Bristol Tennessee City Schools will provide a thirty-day written notice to the Contractor of the Termination of the Contract without Cause. The Contractor will be paid the value of the work completed to date.
8. Bristol Tennessee City Schools reserves the right to reject any and all bids or parts thereof, and unless otherwise specified by the Bidder, to accept any item in the bid. In case of error in extending the total amount of the bid, the unit price will govern. Bid pricing should be stated in both words and numbers. In the case of a discrepancy, the price in words will govern. The System also reserves the right to waive informalities on all or any part of any bid as deemed to be in the best interests of the System.
9. In case of default by the Bidder or Contractor, the System may procure the articles or services from other sources and hold the Bidder or Contractor responsible for any excess cost occasioned thereby.
10. All prices quoted shall be United States currency. Prices shall be stated in units of quantities specified.
11. Prices quoted, unless otherwise stated by Bidder, will be considered as being based on delivery to destination as designated and to include any charges for packing, crating, containers, etc., and being in strict accordance with specifications as shown.
12. Whenever a reference is made in the specifications or in describing the materials, supplies or services required, or a particular trade name, manufacturer's catalog, or model number, the Bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly approved by the owner prior to bid time.
13. It is the intent of these specifications to secure and ensure the delivery of the specified unit(s) complete and ready to withstand the service and continuous use encountered by the System in the course of the work for which the unit(s) is/are intended. Omission of any essential detail from these specifications does not relieve the supplier from furnishing such unit.
14. The Bidder, by executing a contract or bid proposal on the terms of the invitation to bid, warrants the product that is supplied to the buyer shall remain fully in accordance with the specifications and to be of the highest quality. All bids must be for new equipment. This provision excludes surplus, used or demonstrator products unless so stated in the specifications.

GENERAL CONDITIONS (CONTINUED)

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15. In the event the product as supplied to the buyer is found to be defective or does not conform to the specifications, the buyer reserves the right to cancel the order upon written notice to the supplier and return such product to the supplier at the supplier's expenses.
16. All parts not specifically mentioned herein, but which are necessary in order to furnish complete materials and installation shall be supplied by the Bidder. Each product furnished to the System shall conform to the best known practices for the most recent unit.
17. The Contractor must provide submittal data with sufficient information with their bid package for the Owner to determine if the "Or Equal" product or service is, in fact, "Or Equal". The Owner is solely responsible for determining if a product or service is "Or Equal" to the specified product or service.
18. The Contractor, if awarded an order or contract, agrees to protect, defend, and save harmless the System against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he/she further agrees to indemnify and save harmless the System from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the Contractor, his/her servants, or agents.
19. Drug-Free Workplace Program- 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.
20. 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.
21. 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.
22. Samples, when requested, must be furnished free of expense and if not destroyed will, upon request, be returned at the Bidder's expense.
23. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the System.
24. All federal, state, and local law requirements must be followed.
25. The Contractor is solely responsible for complying with any city, county, state or national ordinances or laws that apply to the safe and legal operation of the business. This may include but are not limited to compliance with TOSHA regulations.
26. Insurance (Applicable for Services)
 - a. The Contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the BTCS, damage to the property of others, including the BTCS, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance.

Said insurance is to cover the duration of the contract under an express or implied warranty.

b. The following coverages and limits are required of all Bidders:

1. General Liability, including Products Liability & Completed Operations - \$1,000,000 per occurrence/\$2,000,000 aggregate.
2. Workers Compensation, Statutory Limits of Tennessee and Employer's liability (Only required if the Contractor will be delivering the product(s) to our building).
3. Employers Liability - \$1,000,000 each accident/\$500,000 injury by disease/\$500,000 injury by disease aggregate (Only required if the Contractor will be delivering the product(s) to our building).
4. Auto Liability - \$1,000,000 combined single limit (Only required if the Contractor will be delivering the product(s) to our building).

c. The certificate on this insurance shall list BRISTOL TENNESSEE CITY SCHOOLS as an "***Additional Insured***" and should indicate valid coverage for the term of the contract.

d. It will be the responsibility of the successful Bidder(s) to ensure that a current Certificate of Insurance is on file in the Business Office during the entire period of the contract.

27. Special Conditions, if any, are enclosed and listed in the Table of Contents. A conflict between *Special Conditions* and *General Conditions* shall be construed in favor of the *Special Conditions*.

28. The Description of Requirements and Specifications for the procurement are enclosed herewith.

29. The specifications set forth are the minimums that are acceptable. Bristol Tennessee City Schools reserves the right to consider differences or variations in the character, quality or workmanship of the items offered, to reject any or all bids, to accept any bid that it may deem to be in the best interest of the System, and to negotiate with the low Bidder when it is in the best interests of the System.

Bristol Tennessee City Schools
DESCRIPTION OF REQUIREMENTS AND SPECIFICATIONS

Digital Display School Signs

For All Schools:

The Contractor will supply all labor, material, equipment, insurances and supervision to supply and install a **double-sided** video display board with the following minimum specifications:

- Pitch: 9.9mm
- Matrix: 128x224
- Cabinet Size (WxH): 7’6” x 3’5”
- Display Area (WxH): 7’3” x 3’1”
- Full color
- Lifetime cell phone modem communication
- 37 characters per line
- 16 lines
- 160° Horizontal viewing angle

Acceptable manufacturers for video display board are:

- Hyoco
- Daktronics
- WatchFire

Contractor shall also provide a steel support structure for display board, designed and certified by a structural engineer, licensed in the State of Tennessee to provide such a certification, to fully support the digital video display board. Structure and associated foundation should allow the addition of a masonry veneer. Electrical power provided by owner shall be supplied to a disconnect mounted on or near the sign itself and Contractor will be responsible for connecting sign to disconnect and ensuring proper operation of display board. Contractor shall include in their bid an allowance for a masonry subcontractor of \$5,500 per location. Masonry materials will be provided by the Owner. Contractor shall provide and install stud-mounted, 1 inch thick, cast aluminum lettering with the name of the school in 6 inch letters and “EST. XXXX” in 4 inch letters in a font and color to be selected by owner. All text to be approved by Owner prior to ordering.

Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. The Owner reserves the right to adjust this timetable as required during the process.

<u>Event</u>	<u>Date</u>
Request for Bids Issued	April 20, 2024
Pre-Bid Meeting	Thursday, April 25, 2024 at 10:00am
Bid Proposals Due/Proposal Opening	Thursday, May 2, 2024 at 2:00pm
Contractor to Start	TBD
Substantial Completion	June 30, 2024

DESCRIPTION OF REQUIREMENTS AND SPECIFICATIONS (CONTINUED)

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Site Locations (School/Location)

Anderson Elementary
901 9th Street
Bristol, TN 37620

Avoca Elementary
2440 Volunteer Parkway
Bristol, TN 37620

Fairmount Elementary
821 Virginia Ave
Bristol, TN 37620

Holston View Elementary
1840 King College Road
Bristol, TN 37620

- End of Section-

Bristol Tennessee City Schools

BID PRICING SHEET

Digital Display School Signs

I. **Offer:**

The undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person or firm herein mentioned has any interest in this proposal or in the contract to be entered into; that this is made without connection with any other person or company or parties making a bid or proposal; and that is in all respect fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself fully in regard to all the conditions pertaining to the place where the work is to be done; that he/she has examined the plans and specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of the bids; that he/she has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if the proposal is accepted, to contract with Bristol Tennessee City Schools in the form of contract included in these documents, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and all labor necessary to use the materials required for the: **BID 24-2268 – Digital Display School Signs**. In full and complete accordance with the shown, noted, described and reasonably implied requirements of the plans, specifications and contract documents to the full and entire satisfaction of the Owner, with the definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and contract documents for the sum of:

ITEM 1.

BASE BID – Anderson Elementary School

_____ DOLLARS (\$ _____)

BASE BID – Avoca Elementary School

_____ DOLLARS (\$ _____)

BASE BID – Fairmount Elementary School

_____ DOLLARS (\$ _____)

BASE BID – Holston View Elementary School

_____ DOLLARS (\$ _____)

BID PRICING SHEET (CONTINUED)

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The Bidder further proposes and agrees to commence the work as called for in the Projected Timetable. The Bidder agrees that the bids will be held for sixty (60) days.

II. **Addenda:**

The following addenda have been received and are hereby acknowledged:

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Signature of Authorized Official

Name and Title (Printed)

Legal Name of Business

Physical Address

Mailing Address

Telephone Number

Fax Number

Email

Date

TN License Number (If Applicable)

Exp. Date: _____

- End of Section-

IRAN DIVESTMENT ACT
Certification of Non-Inclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

By submission of this bid/proposal, 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 T.C.A. § 12-12-106.

Bidder Name (Printed)	Address
By (Authorized Signature)	Date
Printed Name / Title of Person Signing	

Complete and return with your bid package.

NON-BOYCOTT OF ISRAEL CERTIFICATION

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

_____	_____
Bidder/Proposer Name (Printed)	Address
_____	_____
By (Authorized Signature)	Date

Printed Name / Title of Person Signing	

Complete and return with your bid package.

COMPLIANCE WITH TENNESSEE PUBLIC CHAPTER #587 CERTIFICATION

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 Tennessee Public Chapter #587 and certify compliance with the regulations.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Complete and return with your bid package.

DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

Comes the affiant after having first been duly sworn and testifies as follows:

1. My name is _____. I hold the principal office of _____
(Name of Principal Office) for _____
(Name of Bidding Entity).
2. _____ has
(Name of Bidding Entity) submitted a bid to the Bristol Tennessee City Schools for _____.
3. _____ has
(Name of Bidding Entity) more than five (5) employees.
4. In accordance with *Tennessee Code Annotated* Section 50-9-113, this is to certify that _____
(Name of Bidding Entity) has in effect at the time of submission of its bid for the above-referenced projects, a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
5. This affidavit is made on personal knowledge.

Further the affiant saith this ____ day of _____, 20____.

(Signature of Affiant)

(Title of Affiant)

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

(Signature of Notary Public)

My commission expires _____

Complete and return with your bid package.

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 and the following items:

1. the laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972; and
4. the condition that no amount shall be paid directly or indirectly to an employee or official of Bristol Tennessee City Schools 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.

_____	_____
Bidder Name (Printed)	Address
_____	_____
By (Authorized Signature)	Date
_____	_____
Email	Company Telephone No. and Fax No.

Printed Name / Title of Person Signing	

Complete and return with your bid package.

CERTIFICATE OF INSURANCE COVERAGE

CONTRACTOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

The below signed hereby certifies that the following information is true and correct. See further details.

Type of Coverage	Minimum Required Limits	Policy or Binder Number	Actual Limits Provided	Expiration Date
Commerical General Liability OCC	\$ 1,000,000			
Commerical General Liability AGG	\$ 2,000,000			
Business Automobile Liability	\$ 1,000,000 Per Occurrence			
Workman's Comp	\$ 1,000,000			
Employers Liability	\$ 1,000,000			

LIMITS ON ABOVE POLICY WILL BE INCREASED

ABOVE POLICY IS NOW IN EFFECT

POLICY WILL BE OBTAINED/ISSUED ON _____

CERTIFICATE OF INSURANCE COVERAGE (CONTINUED)

Page 2

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- Bristol Tennessee City Schools is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to BTCS.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- Bristol Tennessee City Schools is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. BTCS bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to Bristol Tennessee City Schools. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful Bidder will be required to provide insurance coverage as shown in General Conditions of Bid, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. This can be done by one of the two following methods:

1. Complete form "CERTIFICATE OF INSURANCE COVERAGE" or
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

"Bristol Tennessee City Schools is hereby named as Additional Insured."

"The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to Bristol Tennessee City Schools."

"The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not."

Regardless of the method used, the form MUST be totally complete, MUST show that all Limits of Insurance are or will be met, and MUST be signed by the Agent. Failure to provide the required insurance coverage by either of the two (2) methods described above when the bid is submitted may result in rejection of your bid as being non-responsive.

AUTHORIZED AGENT'S SIGNATURE

DATE

Complete and return with your bid package.