

Purchasing Department
West Main Street Suite 202
Franklin, Tennessee 37064-3700
Phone (615) 472-4014
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WCS-RFB # 1375
Sanitary Sewer Renovations and Related Repairs
at Fairview Elementary School

Williamson County Schools (WCS) is currently accepting sealed bids from qualified bidders for a sanitary sewer renovations and repair project at Fairview Elementary School. Sealed bids must be express mailed or hand delivered to Williamson County Schools Central Office, 1320 West Main Street, Suite 202, Franklin, TN 37064, Attn: Amanda Waycaster. Envelopes should be marked “RFB #1375 Sanitary Sewer Renovations at FVES”.

Sealed bid envelopes will be received until 10:30 a.m. on Wednesday, June 11, 2025 at which time they will be officially opened. Faxed or emailed bids will **not** be accepted. Any bids received after the specified opening time will **not** be accepted. In the event WCS must reschedule a bid opening date or time, the specifications obtained from the WCS Purchasing Department shall reflect the actual date and time. Once the sealed bid envelope is submitted to WCS the Purchasing Dept. will stamp the face of the envelope to authenticate the actual date and time it is received.

A pre-bid meeting will be conducted on Wednesday, May 28, 2025 at 10:00 am at Fairview Elementary School, 2640 Fairview Blvd. Fairview, TN 37062.

Although attendance at the pre-bid meeting is not mandatory, it is highly encouraged as important information concerning the bid project will be discussed.

INTERESTED CONTRACTORS MUST LIST THE FOLLOWING ITEMS ON THE OUTSIDE OF THE SEALED BID ENVELOPE.

Failure to list the items may result in disqualification.

- RFB #1375 Sanitary Sewer Renovations at Fairview Elementary School
- Date & time of bid opening
- Contractor's Name and Address
- Contractor's License Number, Classification, Expiration date & limits
- Subcontractors Name and Address, TN Contractor License Number, Classification, Expiration date & limits

THE FOLLOWING DOCUMENTS MUST BE INSIDE THE SEALED ENVELOPE

- Completed signed and dated bid form.
- TN Drug Free Workplace Affidavit (as required by TCA 50-9-113)
- Criminal background Compliance Affidavit (as required by TCA 49-5-413)
- Non-Collusion Affidavit.
- Compliance with Non-boycott of Israel Certificate.

Once the successful bidder has been established through the competitive bid process WCS will award the project to the lowest and most responsive bidder. WCS will notify participating bidders with a copy of the bid tabulation sent via email and our intent to proceed with the documented award. The funded PO will be issued approximately 10 days after the bid opening.

After the PO is issued the awarded dealer/contractor must provide WCS, the following item within (15) consecutive calendar days from the date the PO is issued.

- A certificate of liability insurance for an amount no less than \$2,000,000 listing WCS as an additional insured.

SECTION I GENERAL TERMS & CONDITIONS

1. The bid will be awarded to the lowest bidder or best overall bid and WCS reserves the right to award based on quality, price and availability of services specified whichever is in the best interest of the district. WCS will award this project to one bidder.
2. The bid evaluation will be based on pricing/cost and service ability to complete project in the timeline provided. This will be validated through references and other qualitative considerations as submitted through the RFB process.
3. This bid is ultimately subject to funding (as with all WCS Bid projects).
4. WCS reserves the right to waive any formalities to accept any bid as a whole, split bid and or accept any individual item or items within a bid or to reject any or all bids in the best interest of the district.
5. If quantities are provided, they are approximations and may be estimates of annual usage, not initial purchase quantity. Quantities provided are best estimates of anticipated order quantities. This is only applicable to bids with multiple items.
6. All submitted Bids are to be valid for a minimum of 60 days or until they are awarded whichever comes first. For all awarded bids price structure will be fixed and remain in effect for a period of (1) year.
7. Invoices must be reflective of original bid and must include a valid WCS purchase order number to be paid. This is a 100% turnkey project (which means all materials, equipment, supplies, tool, labor, permits, management) and WCS will not accept or be responsible for any "added expenses". There shall absolutely be no additional charges added to the bid total submitted.

8. Williamson County Schools Purchasing Department must approve any change in offers to the original bid specifications.
9. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully address the full intent and meaning of each aspect of the specifications.
10. It is the bidder's responsibility to comply with all local, state, and federal laws, regulations, codes, licensing, and other requirements regarding the specifications of this project.
11. Awarded bidder must provide evidence of license (include number, any limitations on services to be provided, expiration date) related to this bid.
12. In the event an awarded bidder fails to perform, WCS reserves the right to begin negotiations with the "next best bidder" in order to complete the projects or services. In addition, the failed bidder may forfeit future business with WCS.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Williamson County Schools reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this bid document shall be binding on WCS, without the prior written approval of the WCS Purchasing Department.
2. **COMPLIANCE WITH ALL LAWS:** Awarded bidder is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

3. **DEFAULT:** If awarded bidder fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, WCS may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. WCS expressly retains all its rights and remedies provided by law in case of such breach and no action by WCS shall constitute a waiver of any such rights or remedies. In the event of termination for default, WCS reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
4. **INDEMNIFICATION/HOLD HARMLESS:** Awarded bidder shall indemnify, defend, save and hold harmless Williamson County Schools, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
5. **INDEPENDENT CONTRACTOR:** Awarded vendor shall acknowledge that it and its employees serve as independent contractors and that WCS shall not be responsible for any payment, insurance, or incurred liability.
6. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Williamson County Schools inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by WCS. WCS reserves the right to reject any or all items or services not in conformance with applicable specifications, and awarded bidder assumes the costs associated with such nonconformance. Acceptance of services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
7. **LIMITATIONS OF LIABILITY:** In no event shall WCS be liable for any indirect, incidental, consequential, special, or exemplary damage or lost profits, even if WCS has been advised of the possibility of such damages.
WARRANTY: Awarded bidder warrants to WCS that all items delivered, and services rendered shall conform to the specifications, drawings, or other descriptions furnished and incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Awarded bidder extends to WCS all warranties allowed under the U.C.C. Awarded bidder shall provide copies of warranties to WCS. Return of merchandise not meeting warranties shall be at contractor's expense.
INSURANCE CHECKLIST: Upon notification of the Intent to Award, the successful vendor will be required to submit a certificate of insurance showing the specified coverage (2,000,000) and naming WCS as an additional insured. Within 15 calendar days.

NOTE: Bidders are to include all sales and use tax, payroll tax, insurance, bonds, etc. as applicable by State of TN procurement laws. All WCS bids are ultimately subject to funding. Furthermore, WCS reserves the right to waive any informality or to reject any or all bids that are not in the best interests of WCS.

Fairview Elementary Plumbing and Sewer Repairs Project:

SCOPE: Contractor responsible for locating all underground utilities and obtain any permits required by this project. Contractor to field verify all existing conditions and address any uncertainties to the customer prior to bidding. At project completion, provide a 12-month warranty on all labor and materials associated with this project, starting on the date of acceptance by the customer that the project is 100% complete.

Plumbing – Replace and upgrade existing water supply point within the building. Replace all piping from the flange at the floor, through the backflow preventers, to connect water heaters and main supply branches. New piping and RPBP's shall be 3-inch copper. Include any adapters/reducers to connect with existing system. Provide new insulation as required.

Sanitary Sewer:

- Excavate, demo, and replace in-kind sanitary sewer as shown on existing drawings, connecting to the various branches that exit the building, along the front of the building, and connecting to the utility lift station to maintain grade.
- Install cleanouts on branches from building to be double sweep cleanouts and main cleanouts installed within every 100'. Cleanouts to be 16" above grade and customer responsible for concrete around cleanouts.
- Trenches to be bedded and compacted to 6" bed and slope of 1/8" per foot verified with transit. Backfill around piping with gravel covering 6" on top of piping and compacted. Ensure consistent level and slope prior to back-fill.
- The existing septic tank to be discontinued with hole knocked in bottom for drainage and piping ran continuous through it and tied into sanitary sewer. This area to be backfilled to grade level with no concrete.
- The sidewalks to be sawcut and removed where trench is located. When done, the sidewalks to be pinned and poured back. Once spoils are removed and trenches backfilled to seed and straw. To compact area across the drive with gravel and compacted cold patch asphalt. trench across drive to have road plates across for traffic to pass.

**WILLIAMSON COUNTY SCHOOLS
RFB # 1375
SANITARY SEWER RENOVATIONS AT
FAIRVIEW ELEMENTARY SHCOOL**

BID COVER SHEET

Project must begin by July 2, 2025 and must be 100% complete by or before July 28, 2025. If the project is incomplete, Liquidated Damages of \$200 per consecutive calendar day will begin on July 29, 2025 and continue until project is completed. Liquidated Damages will be deducted from Vendors invoice.

I, _____ (print name) _____ (title),
verify that I have carefully read the specifications, terms, conditions, and instructions
contained within this document and that I understand, acknowledge, and agree to all
the language set forth in this document. In addition, by signing this document and
submitting my bid with Williamson County Schools I fully acknowledge, understand,
and accept the language contained within this RFB document. Date: _____

Company Name: _____

Adress: _____

Email address: _____ Cell Phone : _____

BASE BID

**100 % TURNKEY COMPELETION OF THIS PROJECT AS PER SCOPE AND
SPECIFICATIONS**

\$ _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an
employer of five (5) or more employees contracting with Williamson County government
to provide construction services, hereby states under oath as *follows*:

1. The under signed is a principal officer of _____
(hereinafter referred to as the "Company"), and is duly authorized to execute this

Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contacts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally
acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such
person executed the forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20__

Notary Public _____

My commission expires: _____

CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Williamson County Board of Education to provide services having direct contact with children or access to grounds of a Williamson County public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 49-5-4 13 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted 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 and to take certain other actions based upon the results of the records check.

3. The Company is in compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the _____ of _____ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office 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 proposal 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.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Date

NON-BOYCOTT OF ISRAEL
CERTIFICATION

Tenn. Code Ann. § 12-4-119 prohibits public entities 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. This applies to any contract entered into on or after July 1, 2022. 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. A boycott of Israel means engaging in refusals to deal, terminating business activities or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken: (1) In compliance with, or adherence to, calls for a boycott of Israel, or (2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Certification Requirements. 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: 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.

Printed Name and Title of Authorized Official

Signature of Authorized Official

Date
STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____.

Notary Public My commission expires: _____

WCS – RFB # _____

Project Title:

Bid Opening: _____, ____/____/2024, at ____:____ a.m. or p.m. CST
Day Date Time

Prime/Bidding Contractor

Company Name

Street Address

City, State ,Zip Code

TN Contractor's License Number; Classification; Expiration Date; Limits

SUB-CONTRACTORS LIST

Discipline	Name	Address	License #	Expiration Date	Class	Limit

List all sub-contractors to be used regardless of dollar amount of sub-contract.

___ Check here if additional sheets are needed to complete list, and include inside bid envelope.