Oneida Special School District

Department of Finance

Dr. Jeanny Phillips | Director of Schools
Zacch Brown | Assistant Director of Schools
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Jason Terry | Maintenance Director

OSSD Central Office
195 N. Bank St.
Oneida, TN 37841
(423) 569-8912 Fax (423) 569-2201

Invitation for Bids

PROJECT: **Storage Building**

PRE-BID MEETING (optional): **December 3, 2025 | 12:00 PM**

PROPOSAL DEADLINE: **December 17, 2025 | 12:00 PM**

The Oneida Special School District Finance Department is requesting proposals for the project listed above in **blue**. Sealed bids will be received until the date/time listed above in **red** and will be opened in a public meeting at the Central Office at that time. The OSSD reserves the right to reject any and all bids and waive any irregularities for the purpose of

ensuring the award given is in the best interest of OSSD. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

GENERAL BID TERMS AND CONDITIONS

Proposals from all responsible bidders will be considered. To qualify as a responsible bidder, the proposal submitted must:

1. Meet or exceed the minimum requirements specified;
2. Furnish all documents requested by the representative of the OSSD Finance Department prior to and following the bid opening;
3. Submit their completed bid prior to the bid opening date and time;
4. Have the project name placed on the outside lower left corner of the sealed envelope containing the bid proposal. Facsimile proposals will not be considered.

AWARD

An official letter and purchase order from the OSSD Department of Finance will be issued to the successful bidder acknowledging the award. A copy of these terms and conditions, specifications and the vendor's proposal form will become a part of the purchase order.

Payment will not be made until the project is inspected and approved as meeting all specifications by the OSSD Finance Department.

Lowest and/or best bid will be awarded.

OTHER CONSIDERATIONS

The OSSD Finance Department reserves the right to purchase only those bid items and quantities that conform to overall budgetary, functional, and performance constraints.

INSTRUCTIONS TO BIDDERS

All proposals are to be made on the proposal form provided. Bids must be delivered by mail service in a sealed envelope marked on the outside lower left corner with the project name. Bids will be received and opened on the date listed on the cover page at the OSSD Central Office building located at 195 N. Bank St., Oneida, TN 37841. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

Proposals are to be made complete in every detail as required and called for by said proposal form. Proposals that are incomplete, conditional, contain irregularities of any kind, or which are not in accord with the Instructions to Bidders and proposal form furnished by the Finance Department may be rejected as informal.

The submission of a proposal will signify that the bidder has thoroughly familiarized himself with all conditions and that he fully understands what will be expected of the successful bidder.

The Finance Department reserves the right to accept or reject in whole or in part any or all proposals submitted, without liability whatsoever, and waive informalities therein, if deemed by the Finance Department in their best interest to do so.

Bids will be good through calendar year ending December 31, 2025. The OSSD Finance Department reserves the right to make additional purchases at the accepted bid price through December 31, 2025.

BIDDING PROCEDURES

Award of Contract: The owner (Oneida SSD) further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive, or conditional bids. Oneida SSD may conduct such investigations, as it deems necessary, to assist in the evaluation of any bid to establish the responsibility, qualifications, and financial ability of the bidder, proposed sub-contractors and other persons and organizations to perform the work in accordance with the contract documents to the bidder who does not pass any such evaluation to the owner's satisfaction. The contract shall be awarded to the bidder, whose evaluation by the owner indicates to the owner that the award will be in the best interest of Oneida SSD. It is also understood that the "apparent low bidder" will be announced at the bid opening; however the "successful bidder," who may or may not be the lowest bidder, will not be announced until all issues, which include, but are not limited to quality, service, conformity to specifications, etc. have been resolved and until a period of review has been completed by the owner. Price will be the primary factor when determining the successful bidder assuming all bid specifications are met. Oneida SSD does not enter into contracts that provide for mediation or arbitration. The owner (Oneida SSD) further reserves the right to reject any and all bids, to waive any and all informalities, and to negotiate contract terms with the successful bidder (e.g., product line-item deletions or adjustments), and the right to disregard all non-conforming, non- responsive, or conditional bids.

Bid Document: For certain projects the Owner will supply a bid form to be completed by the bidder. When such forms are issued, only bids returned with the proper forms will be accepted. Envelopes must be sealed and marked as a bid document. Any bid may be withdrawn prior to the date and time as set forth in the "bid invitation."

Errors in Bids: When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications, or bidding schedule, is made at the risk of the bidder.

Facsimile transmissions: Electronic transmissions will not be accepted, except when in the course of the bidding process addendums or other notifications of errors on behalf of the owner places an undue hardship upon prospective bidders. Written notification by the owner must precede the acceptance of Facsimile transmissions.

Hold Harmless Agreement: Bidders shall be required to complete the attached Hold Harmless Agreement.

Laws and Regulations: The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Legal Issues: Contracts with Oneida SSD will be subject to the laws of Tennessee. Disputes will be tried in the State of Tennessee and in the Court of Scott County. Bids will be denied if these provisions are not included in the contract.

Non-Collusion Affidavit: Bidder shall be required to complete the attached Non-Collusion Affidavit.

Payments: Invoices that are submitted by the awarded bidder are required to provide accurate and current addresses. Payment terms shall be specified in the bid response, including any discounts for early payment. The Oneida SSD Finance Department discourages the practice of picking up checks in person, unless there is an emergency situation.

Purchase: No purchase or contract is authorized or valid until the issuance of a Purchase Order from Oneida SSD and the Board of Education approval of project in accordance with Oneida SSD Policy. No employee is authorized to purchase equipment, supplies or services prior to the issuance of such Purchase Order and Board of Education approval**.**

Sub-contracts: The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a sub-contract under this contract must be acceptable to the Owner.

Subcontractors and employees: If work is to be performed during regular school hours when children are present, the BOE reserves the right to require background checks, dress codes, and certain ethical standards of all employees on school property.

Taxes: Oneida SSD is tax exempt.

Tie Bids: If two or more bidders submit identical bids and is equally qualified; selection shall be made at the discretion of the owner.

Title VI of the Civil Rights Act of 1964: All interested parties, without regard of race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal financial assistance." Oneida SSD strives to protect individuals' civil rights through active compliance

with the requirements of Title VI.

Vendor Indemnify: Oneida SSD will indemnify vendor to the extent Tennessee law allows.

Warranty: The vendor shall provide warranty information on the equipment, components and items bid with the bid submittal.

EXCEPTIONS TO MINIMUM REQUIREMENTS

Vendor will provide a detailed list of any exceptions/substitutions to the minimum project requirements.

Project Specifications

Submitted proposals for this metal storage building project must include, at a minimum:

- Total price with the following options:
    - Option 1: With concrete slab and electric (concrete with edges turned down)
    - Option 2: Without concrete slab and electric
- 80’ x 40’ dimensions with closed ends
- Color: Gray w/colored screws
- Pole barn style – fully enclosed
- 8x8 posts preferred (treated w/rot guard)
- Wall height 14’ or greater
- Wood or metal trusses
- Appropriate wind & snow load for the area
- Full insulation
- Plumbed for electric, water, gas, internet connections
- Trusses: 5/12 pitch
- All metal outside 20 gauge or better with color fade warranty
- 1 – 200amp breaker box with adequate plugs
- LED lighting down the center of the building
- Garage doors:
    - Three 12’x10’ fully insulated doors
    - One 12’x12’ fully insulated door
- 1 Commercial entrance door
- Gutters on long sides with 6” spouts

A rendered drawing/plan is requested if possible.

For additional information or questions, please contact Jason Terry as Jason.terry@oneidaschools.org.

VENDOR PROPOSAL FORM

PROJECT: **Metal Storage Building** **082025**

COMPANY SUBMITTING BID PROPOSAL: _____

COMPANY CONTACT: _____ PHONE: _____

COMPANY ADDRESS: _____

BIDDER'S PRICE FOR PROJECT COMPLETION: $_____

ESTIMATED PROJECT COMPLETION DATE: _____

SIGNATURE OF COMPANY OFFICIAL: _____ DATE: _____

NON-COLLUSION AFFIDAVIT
(TO BE SUBMITTED WITH BID)

PROJECT #: **082025**

PROJECT TITLE: **Metal Storage Building**

LOCATION/SCHOOL: **OSSD**

I HEREBY CERTIFY that I am the _____and the duly authorized Representative of _____ Whose address is _____ and THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent: (1) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; (2) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price Bid of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted. In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

_____ (SIGNATURE) _____ (DATE)

_____ (PRINTED OR TYPED NAME)

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

_____ Notary Public

My commission expires: _____

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to utilize or provide services at Oneida Special School District facilities, the undersigned hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Oneida

Special School District, its board, officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage (including damage to property), or injury, including death, that may be sustained by undersigned or its employees, agents, assigns and invitees, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while utilizing or providing services at Oneida Special School District facilities, or while in, on or upon the premises of any Oneida Special School District property.

2. The undersigned VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the undersigned or its employees, agents, assigns and invitees, or any loss or damage of property owned by the undersigned or its employees, agents, assigns and invitees, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

3. The undersigned further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to the undersigned's use of the facility, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. The undersigned understands that Oneida Special School District does not maintain any insurance policy, covering any circumstance arising from the undersigned's use of Oneida Special School District' facilities. As such, the undersigned acknowledges that it is to carry the necessary insurance and provide Oneida Special School District with evidence of same.

5. It is the undersigned's express intent that this Waiver of Liability and Hold Harmless Agreement shall bind its successors and assigns and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. The undersigned hereby further agrees that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Tennessee.

6. The undersigned hereby acknowledges that it is aware of the provision of Tennessee Code Annotated §49-5-413 requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such limes. The undersigned hereby certifies that it has, and will, at all times comply with the provisions of this statute while utilizing Oneida Special School District' facilities.

7. The undersigned further expressly agrees that the foregoing waiver and hold harmless agreement is intended to be as broad and inclusive as is permitted by the law of the State of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. IN SIGNING THIS RELEASE, THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT the undersigned and/or its legal representatives have fully read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as a free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; the undersigned is at least eighteen (18) years of age, fully competent and authorized to sign on behalf of its entity; and the undersigned executes this Release for full, adequate and complete consideration fully intending to be bound by same.

SIGNED ON THIS _____DAY OF _____, 20___.

SIGNED _____

Printed Name _____

Title _____ Date _____

Company/Group/Organization Name _____

Address_____

Telephone Number _____

Email Address _____

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

_____ Notary Public

My commission expires: _____