



**INVITATION TO BID - ITB #E1412105(KD)
SULLIVAN COUNTY PURCHASING DEPARTMENT**

INTRODUCTION

The Sullivan County Purchasing Agent is requesting sealed bids for Painting eighteen (18) Classrooms at Holston Elementary School located at 2348 Highway 75, Blountville, Tennessee 37617.

This sealed bid in the original copy, subject to the terms and conditions set forth, will be received by the Purchasing Agent until 2:00 p.m., Eastern Time on June 2, 2021, at which time will be publicly opened in the office of the Purchasing Agent, 3411 Hwy. 126, Suite 201, Blountville, Tennessee. **Late proposals will not be considered.** Proposals that arrive late due to the fault of the United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by Sullivan County. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

Sealed bids to be mailed should be addressed as follows:

**Sullivan County Purchasing Department
3411 Hwy 126, Suite 201
Blountville, TN 37617
Phone: (423) 323-6400**

Bid envelope shall be clearly labeled as follows:

ITB #E1412105(KD) Painting of Classrooms

A **Pre-bid meeting** will be held on **Wednesday, May 19, 2021 at 10:00 a.m.** Interested bidders to meet at the office at Holston Elementary School, 2348 Highway 75, Blountville, TN 37617.

SULLIVAN COUNTY PURCHASING DEPARTMENT
INVITATION TO BID - ITB #E1412105(KD)

Proposals Due By: Wednesday, June 2, 2021 @ 2:00 p.m., E.S.T.

VENDOR INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Person & Title _____
(Please Print)

Telephone Number _____ Fax Number _____

Email of Contact Person _____

Authorized Signature _____

Date of Signature: _____

INVITATION TO BID

1. PROPOSAL DELIVERY, TIME & DATE

- 1.1 All proposals submitted by sealed envelope, shall be plainly marked "ITB #E1412105(KD) Painting of Classrooms" along with the proposer's business name and address to the Sullivan County Purchasing Department at the following address:

Sullivan County Purchasing
3411 Hwy 126, Suite 201
Blountville, TN 37617

- 1.2 Proposal and amendments thereto, if received by the Sullivan County Purchasing Department after the date and time specified for opening, will not be considered. It will be the responsibility of the Proposer to see that their proposal is received by the Sullivan County Purchasing Department by the specified time and date. There will be no exceptions!! Date of postmark will not be considered. Facsimile or e-mail proposals will not be accepted.
- 1.3 Proposals received after that date and time will not be accepted and shall be returned to the bidder unopened. Proposals will be publicly opened, and results made available following the deadline for receiving proposals.
- 1.4 All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
- 1.5 Sullivan County reserves the right to accept or reject any/all proposals and to waive any informalities or irregularities and/or to reject a bid from any responding vendor who, in the judgment of the purchasing agent, is not in a position to perform the contract, and/or to reject a bid based on unacceptable provisions of a responding vendor's contract.
- 1.6 Sullivan County does not obligate itself to accept the lowest and/or any bid.
- 1.7 Sullivan County reserves the right to reject the proposal of any proposer who previously failed to perform adequately for Sullivan County or any other governmental agency.

GENERAL TERMS AND CONDITIONS

2. APPLICABILITY

- 2.1 All items listed under the Instructions to Bidders apply unless otherwise stated in the specifications.
- 2.2 These conditions are applicable and form a part of the contract documents for equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and bid/proposal forms issued herewith.

3. INSTRUCTIONS

3.1 A complete bid/proposal will consist of one (1) original of the bid/proposal submittal documents in a sealed envelope.

3.2 All bid/proposal submittal documents to include the following:

- a. Signed Bid/Proposal Submittal
- b. Vendor Information
- c. Cost Analysis
- d. Non-Collusion Affidavit
- e. Background Affidavit
- f. Drug-Free Workplace
- g. Iran Divestment Act

4. REQUEST FOR ADDITIONAL INFORMATION

4.1 Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time a determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.

Any questions concerning this Invitation to Bid shall be directed to Kristinia Davis at kris.davis@sullivancountyttn.gov. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be to be considered binding.

4.2 Direct contact with any Sullivan County personnel or members of the School Board about this ITB is expressly forbidden.

5. CONFLICT OF INTEREST

5.1 Proposer, by submitting a signed proposal, certify that no gratuity of any kind and no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Sullivan County as wages, compensations, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Proposer in connection with any goods provided or work contemplated or performed relative to the agreement.

5.2 A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor, or subcontractor under County contracts.

6. NON-COLLUSION

6.1 Vendors, by submitting the enclosed Affidavit, certify that the enclosed proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States Law.

6.2 Sullivan County reserves the right to disqualify any ITB submittal, before or after opening, upon evidence of collusion with the intent to defraud or any other such illegal practices conducted by any responding firm.

6.3 Any remedies in the firm's response, including agreement, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of Sullivan County shall be considered cause for rejection.

6.4 In the County's sole judgment, failure to properly identify a conflict of interest may result in disqualification of a proposer or subsequent termination of the contract.

7. TITLE VI & VII OF THE CIVIL RIGHTS ACT

7.1 It is the policy of Sullivan County Government and Sullivan County Department of Education that all its services and activities be administered in conformance with the requirements of Title VI & VII. By submission of the ITB, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.

8. WITHDRAWAL OR MODIFICATION OF SUBMITTED BID/PROPOSAL

8.1 Any bid/proposal, which has been submitted, may be withdrawn prior to the scheduled time for opening bids/proposals. A request to withdraw a bid/proposal must be in writing and be received by the Sullivan County Purchasing Agent prior to the scheduled time for opening bids/proposals.

8.2 No amendment, addendum or modification shall be accepted after the deadline for submitting the bid/proposal to the Purchasing Department. If a change to a bid/proposal that has been submitted is desired, the submitted bid/proposal must be withdrawn and the replacement bid/proposal submitted prior to the time scheduled for opening of bids/proposals.

8.3 After the scheduled time for opening of bids/proposals, bid/proposals may not be withdrawn for sixty (60) days.

9. CONTRACT TERMINATION FOR CAUSE

9.1 If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

10. ERASURES OR CORRECTIONS TO BIDS/PROPOSALS

10.1 Any erasures and/or corrections to bid/proposals, whether executed prior to or subsequent to the original bid/proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction and the signature of the person or persons signing the bid/proposal.

11. BID/PROPOSAL COST

11.1 Sullivan County shall not be liable for any cost incurred by a bidder in the preparation or delivery of its response to this bid/proposal or for any other cost incurred because of the bid/proposal.

11.2 The issuance of this bid does not obligate Sullivan County Department of Education to enter a contract for any services or materials.

12. LICENSES, PERMITS, TAXES

12.1 The price or prices for the services shall include full compensation for all taxes, permits, etc., that the bidder is or may be required to pay.

12.2 Sullivan County is exempt from all State sales taxes. Tax exemption certificates will be supplied upon request.

13. INSURANCE

13.1 The successful contractor shall provide proof of and shall always during the term hereof, maintain valid and in-force insurance policies and with coverage limits as set forth below:

13.1.1 Worker's compensation and employer's liability insurance with statutory coverage limits for the protection of all of Contractor's employees, including, without limitation, executive, managerial and supervisory employees, whether or not engaged in the performance of the Work.

13.1.2 Such policies of insurance for each and every motor vehicle to be used by the Contractor in the performance of the Work (the "Motor Vehicles"), with such policies of insurance for Contractor's Motor Vehicles to include no less than \$1,000,000 in liability coverage.

13.1.3 A policy of general liability insurance covering loss resulting from the Contractor's direct and indirect activities hereunder (including those activities of any of its subcontractors) and covering property damage and injury to any person (including death) which or who might be damaged or injured as a result of, in conjunction with, or arising out of Contractor's performance of the Work. Bodily Injury Liability coverage (including death) and Property Damage Liability coverage shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate per jobsite, project, or location. This coverage shall be primary and non-contributory.

13.1.4 Coverage requirements shall be evidenced by one or more certificates of insurance naming Owner as an additional insured, which certificates or policy endorsements shall provide that the policies represented thereby may not be (i) canceled, (ii) allowed to expire, or (iii) altered with respect to the substantial terms thereof except upon thirty (30) days prior written notice to Owner. For purposes of this paragraph, "substantial terms" shall be deemed to include, but shall not be limited to the coverage limits and deductible of the applicable policy.

14. AWARD OF CONTRACT

14.1 Sullivan County reserves the right to accept or reject any and all bids/proposals and to waive any irregularities or informalities in any bid/proposal or in the bid/proposal process. The contract will be awarded to the lowest, responsible, compliant bidder meeting the specifications and whose bid/proposal is most advantageous to the Sullivan County.

15. SCOPE OF WORK: The following summary of work represents minimum expectations for prepping and painting classrooms.

15.1 Examine all surfaces thoroughly to determine suitability for primer and/or paint.

15.2 Notify School Maintenance Supervisor or designee of any suspect condition that could potentially cause faulty work.

15.3 Ensure that all manufactures preparation requirements are met.

15.4 Contractor shall cover all surfaces and utilize drop cloths during all surface preparation activities.

15.5 Contractor shall repair all defects such as cracks, holes, joints, and defects before painting.

15.6 Contractor shall clean and prepare all surfaces to receive one (1) coat of primer. Painting is to include application at manufacturers' specifications using two (2) coats for maximum coverage unless otherwise specified and insure there is uniformity in direction.

15.7 Contractor shall remove all electrical plates before painting and replace such plates after sufficient drying time.

15.8 There will be **no** painting over any hardware, electrical, IT connections such as hinges, switches, receptacles, cords, lines, etc.

15.9 All materials are to be applied evenly and with the proper technique to insure there are no runs, drips, brush marks and to have a consistent sheen to the finish.

15.10 Contractor shall ensure all classrooms are clean after work is completed.

15.11 School Administrator shall determine color and or colors of paint that is to be applied, which **may or may not** have an accent wall of a contrasting color scheme.

15.12 Sullivan County's manufacturer of choice is Farrell-Calhoun Paint as this is used throughout the school system.

15.13 Contractor is responsible for repairs or replacement of any damage caused to school property.

15.14 The contractor shall not use any waste receptacle belonging to Sullivan County School Department.

15.15 The contractor shall dispose of all waste materials in compliance with all local, state, and federal guidelines, regulations, and requirements.

15.16 Contractor will not be responsible for moving any furniture or fixtures.

15.16 All work shall be completed before July 16, 2021.

15.6 Pricing must include all necessary labor and equipment to perform the scope of work. Pricing shall be a lump sum price and cost per square foot. Sullivan County Schools reserves the right to increase and/or decrease the project area. Cost would then be adjusted based on square footage rate.

**PAINTING OF CLASSROOMS
ITB #E1412105(KD)**

COST ANALYSIS

TOTAL COST \$ _____

COST PER SQ. FT. \$ _____

ESTIMATED COMPLETION TIME _____

Note: Price Quotation shall be guaranteed for a minimum of sixty (60) days from opening date. Terms of payment are “Net 30 days” and shall include all labor, installation, shipping, freight, handling, or any other associated costs for work completion.

VENDOR: _____

AUTHORIZED AGENT (PRINT NAME AND TITLE)

PHONE _____ FAX _____ E-MAIL _____

SIGNATURE: _____ DATE _____

NON-COLLUSION AFFIDAVIT

State of _____
County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or , to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Sullivan County or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

Signed: _____
Title: _____

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

_____, Notary Public
My Commission expires: _____

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT

BACKGROUND CHECK COMPLIANCE FORM

Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the TBI and FBI for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters or renews a contract with a local board of education or childcare program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample.
- (2) Submit to a criminal history records check to be conducted by the TBI and FBI.

TO BE COMPLETED BY RESPONDING CONTRACTOR

COMPANY or INDIVIDUALS (NAME) _____

ADDRESS _____

PHONE _____ FAX _____ LICENSE NUMBER/S _____

I agree to abide by Chapter 587 of 2007, as codified in Tennessee Code Annotated 49-5-413 and certify that I am authorized to sign. The undersigned further agrees if bid/contract is accepted, to furnish any/all Background Check Information on himself and all of his employees as required by law and/or at the request from the Office of the Sullivan County Purchasing Agent. I hereby agree to release all criminal history and other required information to Sullivan County, TBI and FBI in accordance with Tennessee law and further certify that all information supplied by me is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on all future employees associated with the performance of work defined in the bid/contract, pursuant to TCA and that neither I nor any employee of the Company is prohibited from direct contact with school children for the reasons enumerated in TCA 49-5-401 et seq.

SIGNATURE _____ TITLE _____

PRINTED NAME _____ DATE _____

TO BE COMPLETED BY NOTARY

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 foregoing for the purposes therein contained.

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

Notary Public

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

1. The undersigned 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 contracts 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 foregoing affidavit for the purposes therein contained.

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

Notary Public

My commission expires: _____

IRAN DIVESTMENT ACT AFFIDAVIT

As per Tennessee Code Annotated, Title 12, and effective July 1, 2016:

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.

Signature

Date