

**ROANE COUNTY PURCHASING
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763
PHONE 865-376-4317 • FAX 865-376-4318**

ADVERTISEMENT FOR BID

Roane County is inviting sealed bids for **REPAINTING THE EXTERIOR OF COUNTY BUILDING** subject to the Terms and Conditions of the Invitation to Bid, the bid specifications and the Roane County Purchasing Manual. This bid is being done in connection with the County's projects that are being funded by the American Rescue Plan Act (ARPA).

The selected contractor must be registered with SAM.gov.

All bidders must be licensed Contractors as required by the State of Tennessee's Contractors Licensing Act of 1976, as currently amended if the bid price exceeds \$25,000.

If bidding over \$25,000 a 5% bid bond is required.

Project: Repaint Exterior of County Building
1362 North Gateway Ave
Rockwood, TN 37854

Bids Received By: Lynn Farnham, Purchasing Agent, CPPO, CPPB
Roane County Courthouse
200 East Race Street, Suite #3
Kingston, TN 37763

Bids Received Until: 2:00:00 p.m. (EST) on Thursday, April 11, 2024

Project Designers: MBI Companies, Inc.
299 N. Weisgarber Road
Knoxville, TN 37919

Specifications: May be obtained by contacting the Purchasing Department.

Minority and Women Owned Business Enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material, and/or supply needs.

Roane County is an Equal Opportunity Employer and hereby, notifies all Bidders will be afforded the full opportunity to submit bids in a response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status, or any other legally protected status in consideration for an award.

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

The Roane County Purchasing Department will receive sealed bids for **REPAINTING THE EXTERIOR OF A COUNTY BUILDING** as specified herein. Bids are to be received by **2:00:00 p.m. on Thursday, April 11, 2024**. Late submittals will neither be considered nor returned. **The selected contractor must be registered with SAM.gov.**

This bid is being done in connection with the County's projects that are being funded by the American Rescue Plan Act (ARPA).

Deliver Bids To:

Bid Number #2024-22-171 – REPAINT EXTERIOR OF A COUNTY BUILDING
Roane County Purchasing Department
200 East Race Street, Suite 3
Kingston, Tennessee 37763

The Bid Envelope must show the Company Name, Bid Name, Bid Number & Bid Opening Date.

Purchasing Contact Information

Lynn Farnham, CPPO, CPPB
Roane County Purchasing Agent
Phone: 865-376-4317
Fax: 865-376-4318
Email: lynn.farnham@roanecountytn.gov

GENERAL TERMS & CONDITIONS

1. Addenda

No modifications to the Invitation to Bid (ITB) shall be binding upon Roane County unless made in writing by an authorized representative of the Roane County Purchasing Department. Bid addenda, if issued, are sent to registered bidders. Prior to submitting a bid, it is the responsibility of the bidder to ascertain that they have received all addenda issued and bid accordingly.

Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer 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 as 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 ITB documents and to allow responders to resubmit their responses accordingly.

All questions concerning the ITB are to be submitted in writing to the Purchasing Department. Information obtained from any other source is not to be considered binding.

2. Appropriation

In the event no funds are appropriated by the Roane County Legislative Body for the goods and services specified in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever comes first, with no further obligations owed to or by either party.

3. Assurance Statement:

- i. The vendor hereby agrees that it will comply with:
- ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- iii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iv. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- v. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- vi. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vii. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- viii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- ix. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- x. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

- xi. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

4. Availability of Requested Items

Bidders must accept responsibility for verifying availability of specified items prior to submission of bid. If specified items are discontinued, replaced or will not be available for an extended period, the bidder shall notify the Purchasing Department no less than 96 hours prior to the bid deadline, excluding weekends and legal holidays.

5. Award - Evaluation

The right is reserved, as the interest of Roane County may require, to reject any and all bids and to waive any informality in bids received. Roane County reserves the right to make an award on all items or on any of the items and for an item quantity less than the quantity bid upon unless qualified by specific limitation of the bidder. The contract award, if made, shall be to the responsive, responsible bidder submitting the lowest bid. (*Responsive Bidder* is defined as a contractor, business entity or individual who has submitted a bid that fully conforms in all material respects to the ITB and all of its requirements, including all form and substance. *Responsible Bidder* is defined as a contractor, business entity or individual who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.) In the event tie bids are totally equal, selection shall be made by publicly witnessed drawing of lots. Disputes arising from the award of this bid must be submitted in writing to the Purchasing Department and received no later than five (5) calendar days from the contract award date.

The contract will be awarded to the bidders whose bid is the lowest from a responsive and responsible bidder for the area of distribution. Regardless of the procurement method used, price is the final determining factor for awarding the contract. Vendors are requested to note on their bid document that is submitted if they will honor bid pricing for one year from the award date.

Roane County reserves the right to accept or reject any or all bids and does not guarantee that a contract will result from this ITB. Roane County reserves the right to award to the responsible bidder whose bid, conforming to all the material terms and conditions of the ITB, is the lowest in price. The bidder may be required by Roane County to prove their financial and productive capacity to perform the requirements of this ITB. Bidder shall be prepared to supply the Roane County, upon request, three (3) customer references of similar work performed by the bidder.

6. Background Check – School Projects

Any employee of the successful vendor or subcontractor must submit to a criminal history, records check prior to the employee having contact with students or entering school grounds when students are present. Reference TCA § 49-5-413 as amended in Public Chapter 1080. This check is at the vendor's expense and is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation.

7. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, ROANE COUNTY may cancel this contract or affirm the contract and hold the seller responsible for damages.

8. Bid Acceptance

Bid prices quoted shall be held firm and subject to acceptance by Roane County for a period of 60 calendar days from the bid deadline unless bidder indicates otherwise in their bid. If awarded the bid within the time frame specified, the bidder agrees to furnish all supplies/services described or specified at the prices and delivery time quoted.

9. BUSINESS LICENSES

Bidders located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee and in Roane County if the project cost is over \$50,000.

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

10. Compliance with Applicable Laws

Contractor 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 goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

11. Conflict of Interest

No employee, officer or agent of Roane County shall participate in the selection, award of, or administration of a contract if a conflict of interest, real or apparent, would be involved. Roane County employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

By submission of its bid, Contractor covenants that it has no public or private interest, nor shall acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its contractual services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

12. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the Roane County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

13. Contract Period

If awarded, the bid period for this award shall be a one-year period. Contract pricing shall be firm for one (1) year.

14. Contract Terms

Upon award, the performance of this contract shall be covered solely by the terms and conditions set forth herein. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by Roane County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by Roane County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

15. Debarment and Suspension

USDA/FNS follows the guidance in 2 CFR part 180, OMB Guidelines to agencies on Governmentwide Non-procurement Debarment and Suspension, as well as related Executive Orders 12689 and 12549, which requires verification that the person with whom they intend to do business has not been excluded or disqualified when entering into a transaction covered by this section. This verification will be done by completing the attached form at the end of this document.

By signing this proposal, the Contractor certifies that it and its current principals, and its current subcontractors and their principals:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- (B) Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- (D) Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified. The bidder must complete the USDA Debarment and Suspension Certification form.

16. Declarative Statements

Statements or words such as must, shall, or will are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

17. Definitions

- (A) Roane County, Tennessee, and includes its designated representatives.
- (B) The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

- (C) The “Specifications” includes instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- (D) A “Subcontractor” is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.
- (E) “Calendar Days” are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays. The National Institute of Governmental Purchasing (NIGP) Online Dictionary of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

18. Delivery

Delivery will be F.O.B. Destination unless otherwise specified in this ITB. This will apply to regular and normal stock items and special items which must be ordered direct from the manufacturer. All transportation charges shall be paid by the seller.

To ensure an adequate service level to the people, Roane County requires that all goods or services ordered be delivered when specified. Time is, therefore, the essence of this contract. If delivery is not made or service performed at the time agreed upon, Roane County reserves the right to cancel the order and purchase elsewhere and hold seller accountable, therefore. Repeated instances of not meeting the stated delivery time will be just cause for termination of the contract.

19. Federal Tax and State Sales Tax

Purchases by Roane County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished upon the Contractor's request.

20. Force Majeure

Neither party shall be liable for delays, or defaults in the performance of this contract due to Force Majeure or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

21. Future Purchases – Bid Renewal

Unless otherwise noted, Roane County reserves the right to purchase goods or services for one year from the date of the award of the contract at the same price and terms and conditions. Further, Roane County reserves the right to renew all aspects of the bid one (1) year at a time for additional years in one (1) year increments as noted in the bid specifications. There is no guarantee that this contract will be considered for renewal.

22. Governing Law

This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall be exclusive and concurrent jurisdiction of any disputes which arise hereunder.

23. Indemnification and Insurance

- (A) The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
- (B) The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.
- (C) Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or Roane 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, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.
- (D) The successful bidder is required to provide a Certificate of Insurance to the Purchasing Department naming Roane County as additional insured. The Certificate must be submitted to the Purchasing Department prior to contracts being signed or purchase order is issued. Complete certified copies of insurance policies shall be provided upon request. The contractor must maintain the insurance coverage required by while this contract is in force and shall provide documentation of such insurance in a form satisfactory to the Purchasing Department. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible bidder.

24. Incurred Cost

Roane County will not be liable in any way for costs incurred by any bidder in the preparation and submission of its bid, nor for the participation in any required meetings, discussions, or negotiations.

25. Independent Contractor

The contractor shall acknowledge that it and its employees serve as independent contractors and that Roane County shall not be responsible for any payment, insurance, or incurred liability.

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

26. Inspection and Acceptance

The Contractor shall be responsible for all materials or service until they are delivered and accepted. No material or service received by Roane County pursuant to this contract shall be deemed accepted until Roane County has had a reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without the buyer's written authorization. Such return shall in no way affect Roane County discount privileges or exclude any other legal, equitable or contractual remedies the Roane County may have therefore been involved. Performance of services shall be completed to Roane County satisfaction.

27. Iran Divestment Act

By submission of this bid and the attached affidavit, 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 Tennessee Code Annotated §12-12-106.

28. Invoices

Invoices shall be submitted to the Roane County Accounting Department, PO Box 643, Kingston, TN 37763. Invoices may also be submitted electronically to the Accounts Payable Clerk.

Pay requests for construction services must be authorized by the contractor, the engineer, and the county's representative on the project.

29. Late Bids

It is the responsibility of the bidder to deliver their bid or bid modification on or before the bid deadline date and time. Modifications cannot be made to the bid after the bid deadline. The time of record will be the date/time stamp Purchasing Department. Late bids will not be considered or returned. Bids are considered late if received after 2:00:00 p.m. on the bid opening date.

30. Limitations of Liability

In no event shall Roane County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Roane County has been advised of the possibility of such damages.

31. Modification or Withdrawal of Bids

Bids may be modified or withdrawn by signed written notice to Roane County Purchasing Department or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the bid deadline. A vendor representative making a modification in person shall have proper identification and shall initial the change. The vendor representative shall sign a receipt for the withdrawal of a bid. An electronic notice with an authorized signature would be acceptable for bid modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. Electronic communications shall not reveal the bid price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by Roane County until the sealed bid is opened.

32. Non-Boycott of Israel Affidavit

Pursuant to Tennessee Code Annotated (TCA 12-4-1 et seq.), bidders are to affirm that they are compliant with the Non-Boycott of Israel.

33. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this RFP, require that all decisions made as to matters concerning this Proposal be made on an individual firm basis. The Proposer certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Proposal. This verification will be done by completing the attached form at the end of this document. Any concerted activity with respect to this Proposal will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee.

34. Notification to County

If no Proposal is to be submitted in response to this RFP, it is not necessary to return the Invitation; however, notice should be given to the County if the recipient wishes to remain on Roane County vendor list for future solicitations.

35. Notice and Service Thereof

Any notice to any Contractor from Roane County relative to any part of this contract will be in writing and considered delivered and the service thereof complied with when said notice is posted with said Contractor or his authorized representative.

36. Packaging

Roane County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

37. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that he will, at his own expense, defend every suit which may be brought against Roane County, or those selling or using Roane County product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit. .

38. Preparation of Proposals

- (A) Proposers are expected to examine all Proposal documents. Failure to do so will be at the Proposer's risk.
- (B) Each Proposer shall provide all the information required by the Invitation. The Proposer shall sign the Invitation; erasures or other changes shall be initialed by the person signing the offer. Proposals that are submitted on forms other than the enclosed forms are subject to disqualification.
- (C) Unit price shall include freight unless otherwise specified in the Invitation. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Alternate proposals for supplies or services other than those specified will not be considered unless authorized by the Invitation.
- (E) Proposers must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.
- (F) Delivery time, when stated as the number of days, will include Saturdays, Sundays, and holidays.
- (G) Proposers are cautioned to check their Proposal for possible error. Errors discovered after public opening cannot be corrected and the Proposer will be required to honor their pricing or be subject to disqualification for award.

39. Protest Procedure

If a prospective vendor does not agree with the Proposal award, they have the right to protest. Disputes arising from the award of this Proposal must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from the date of Proposal award. The steps for dispute resolution may include:

- (A) A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
- (B) Information from the meeting will be forwarded to the County Attorney for review.
- (C) A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
- (D) Purchases will not be allowed under this procurement until a final decision is rendered.
- (E) In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

40. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

41. Public Information

The vendor understands that any material supplied to Roane County Purchasing Department in submitting this Proposal may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.

42. Qualifications of Proposers

The Purchasing Department may make such investigations as are deemed necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish all such information and data for this purpose as may be requested. Roane County reserves the right to reject any Proposal if the evidence submitted by or investigation of such Proposer fails to satisfy the county that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

43. Quantities

Roane County assumes no obligation for articles or materials shipped more than the quantity ordered hereunder. Any unauthorized quantity is subject to rejection and return at seller's expense.

Roane County does not guarantee any purchase will be made because of this RFP; also, Roane County does not guarantee any minimum or maximum quantity that may be ordered based on the outcome of this RFP.

44. Records

The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice from Roane County, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

45. Registration

Vendors are to register to be on the Roane County vendor list by going to the County's website at www.roanecountytn.gov. Select Purchasing Department and click on vendor registration. Vendors are responsible for keeping their information current.

46. Remedies

Roane County shall have all rights and remedies afforded under the U.C.C. and in State & Local laws in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential, and compensatory damages and reasonable attorney's fees.

47. Restrictive or Ambiguous Specifications

It is the responsibility of the Proposer to review the entire Request for Proposal document and to notify the Purchasing Agent if the Request for Proposal is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.

48. Right to Inspect

Roane County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

49. Subcontracts

The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by Roane County.

50. Submissions of Proposals

- (A) Proposals shall be enclosed in a sealed envelope and addressed to the:

ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TN 37763

The name and address of the Proposer shall be identified on the face of the envelope along with the Proposal number and title. Proposals for construction projects exceeding \$25,000.00 must include the required Contractor license information on the face of the envelope per T.C.A. § 62-6-119.

- (B) Roane County does not accept proposals by facsimile or any electronic transmission. See Clause 28 under Terms and Conditions of the Invitation to Proposal regarding Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to Roane County unless otherwise specified by the county. If not consumed by testing, samples will be returned at Proposer's request and expense unless otherwise specified in the RFP.

51. Termination of Contract

If the Contractor or any of his Sub-Contractors fails to perform or comply with any provision of this contract, Roane County may consider such failure or noncompliance a breach of contract and reserves the right to terminate the contract at any time, in whole or in part, in the sole judgment and discretion of the Purchasing Agent. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by ROANE COUNTY shall constitute a waiver of any such rights or remedies. If the contract is so terminated, the County may purchase, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services like those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by Roane County for due cause, the vendor may be barred from proposing on Roane County contracts for a period of 12 months. The contract may be cancelled without cause by either party with the giving of written notice of no less than 30 calendar days. From this notice to the termination date to the Contractor.

REGULATION COMPLIANCE

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.360-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, 3 CFR Part, [1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act ([42 U.S.C. 7401- 7671q 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251- 1387 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401- 7671q 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251- 1387 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CFR 200 Appendix 11 (1); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors that apply or Proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay and person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure are forwarded from tier to tier up to the non-Federal award.

Copeland Anti-Kickback Act – 40 U.S.C. 3145 The Copeland (Anti-Kickback) Act ([18 U.S.C. 874](#) and [40 U.S.C. 3145](#)) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act (42 U.S.C. 6201)**.

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986 Comp.](#), p. 189) and 12689 ([3 CFR part 1989 Comp.](#), p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

Davis-Bacon Act – Act – (40 U.S.C. 3141-3144, and 3146-3148) If required, in accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this sub-contract is for \$100,000 or more, sub-contractor affirms and certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal or State contract, grant or any other award covered by 31 U.S.C. 1352.

EPA’s Solid Waste Disposal Act (2 C.F.R. § 200.323) Procurement of recovered materials (pursuant to section 6002).

Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216).

Domestic preferences for procurements (2 C.F.R. § 200.322).

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

Encouraging Small and Minority Owned Businesses-To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements. It is the intent of Roane County School's Department of School Nutrition to involve and utilize the best product/services at the best prices and to provide small and minority firms, women's business enterprises and labor-surplus area firms with solicitation whenever they are possible sources.

It is the intent of Roane County to involve and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunities to do business with the county. However, currently there are no set asides for small or minority firms.

NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT

I do hereby certify that this bid/quote/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/quote/proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid/quote/proposal.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid/quote/proposal and the supplier certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the bid/quote/proposal solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this bid/quote/proposal and certify that I am authorized to sign this affidavit for the supplier.

IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective on July 1, 2016, is codified in Tennessee Code Annotated §12-12-101 *et seq.* The Iran Divestment Act, with certain exceptions, prohibits local governments from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tennessee Code Annotated §12-12-105, a person engages in investment activities in the energy sector of Iran if:

- 1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to §12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee's chief procurement officer to publish on the State's website a list of persons it determines engaged in investments activities in Iran (the "Prohibited Entities List").

Any supplier that is on the Prohibited Entities List will be ineligible to contract with the County.

Pursuant to the Act, any supplier that attempts to contract with the County must certify, at the time the bid/quote/proposal is submitted, that the supplier is not identified on the Prohibited Entities List. A bid/quote/proposal shall not be considered for award, nor shall any award be made where the supplier fails to submit a signed and verified compliance certification form.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

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

1. REQUIRED FEDERAL AFFIRMATIVE STEPS.

A prime contractor, if subcontractors are used, must, at a minimum, take the following six “affirmative steps” to assure that minority firms, women’s business enterprises, and labor area surplus firms are used when possible:

- a. Solicitation Listing. The sub-grantee must place qualified small and minority businesses and women’s business enterprises on solicitation lists.
- b. Soliciting. The sub-grantee must ensure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
- c. Breaking-up Requirements. The sub-grantee must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises. In applying this requirement, it is important to recognize that dividing up a large requirement into smaller parts to fall beneath the small acquisition threshold is prohibited, as would the opposite technique of bundling requirements so that it precludes small businesses, minority firms, and women’s business enterprises from being a prime contractor. Notwithstanding, dividing a bona fide large requirement into smaller components to facilitate participation by small businesses would be acceptable.
- d. Accommodating Delivery Schedules. The sub-grantee must establish delivery schedules, where the requirement permits, which encourage participation by small and minority.
- e. Using Federal Agencies. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- f. Affirmative Steps for Contractors. Roane County requires the prime contractor, if subcontracts are to be let, to take the five affirmative steps described above.

2. RECOVERED MATERIALS.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule.
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg> . The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

3. EQUAL OPPORTUNITY CLAUSE.

Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- h. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT.

On any project upon which funding is provided by an agency of the United States Government, all regulations applicable thereto including, but not limited to, Title VI of the Civil Rights Act of 1964 (24 CFR, parts 1 & 2); Title VIII of the Civil Rights Act of 1968 (24 CFR, part 115); Federal Labor Standards Provisions (HUD-4020.1); the Davis-Bacon Act; the Anti-Kickback Act; and the Contract Work Hours Standards Act, shall apply and the Bidder or CONTRACTOR shall conform thereto.

5. COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT.

- a. Contractor. The contractor shall comply with 18U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS.

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. N/A

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. SUSPENSION AND DEBARMENT.

- a. This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, Sub-part C and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.
- c. This certification is a material representation of fact relied upon by sub-recipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the county serving as recipient and named sub-recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”
- e. A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, CANNOT be awarded a contract funded with Federal Assistance.

9. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C 1352 (as amended).

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- b. Federal Form 2 hereto shall be filled out, authenticated as required, and must be submitted at the time of the scheduled bid opening. Failure to submit the required forms with the bid opening will make the bid non-responsive and will be cause for rejection.

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT TERMS AND CONDITIONS

1. Compliance with the requirements of Title VI of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions).
2. Compliance with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C 3601 et. seq), which prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability.
3. Compliance with Section 504 for the Rehabilitation Act of 1973, as amended (29 U.S.C 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. Compliance with the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance.
5. Compliance with Title II of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
6. Compliance with Equal Opportunity in accordance with 41 CFR Chapter 60. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular.
8. Certifications that the Contractor/Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Department and Suspension, 28 C.F.R. pt. 67 §67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
9. Contractors must maintain an active registration in the System for Award Management (SAM).
10. Compliance with 31 CFR Part 21 in regard to new restrictions on lobbying and assurance that no funding associated with this award will be used for lobbying. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352- Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
11. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended is applicable to contracts and subcontracts amounts exceeding \$150,000. Contractors agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
12. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this award.
13. Provision has been made for compliance with Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
14. The Contractor will immediately inform the County if additional easements or right-of-way will be required. Any easements or right-of-way to be obtained for the project activities must be acquired with adherence to Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
15. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) is applicable on contracts awarded in excess of \$100,000 that involve mechanics or laborers. Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
16. Audits and Inspection/Access to Records/Record Retention: The Contractor shall make records with respect to the project available to the Owner, U.S Department of Treasury, and authorized representatives for examination. The Contractor shall retain all documents, papers, and records which are directly pertinent to this Contract for a period of five (5) years following completion of the contracted work and expiration of the Contract.

2024-22-171 – REPAINT EXTERIOR OF COUNTY BUILDING

17. There is domestic preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section: 1. Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
18. When practicable, the Contractor should make effort to procure recovered or recycled materials for items that exceed \$10,000 such as those included in [40 CFR Part 247](#).
19. Any and all applicable permits will be obtained prior to any construction activity.
20. Any publications produced with funds from this award must display the following language:
 - A. “This project [is being] [was] supported, in whole or in part, by federal funds awarded to Roane County Government by the U.S. Department of the Treasury.”
21. Roane County proposed uses of the funds provided as payment under ARPA will be used only to cover those costs that:
 - A. Are necessary investments in water or sewer infrastructure.
22. Roane County understands that any funds provided pursuant to this certification cannot be used for depositing funds into any pension fund.
23. Protections for Whistleblowers are in place in accordance with 41 U.S.C 4712.
24. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Roane County encourages contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company owned, rented, or personally owned vehicles.
25. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Roane County encourages all employees, subrecipients, and contractors to adopt policies that ban text messaging while driving and discourage distracted driving.
26. Termination of Contract for Cause. If, through any cause, the contracted party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such an event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party’s receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Owner for damages sustained or the Subgrantee by virtue of any breach of the Contract by the contracted party. The Owner may withhold any payments to the contracted party for the exact amount of damages due the Owner from the Contractor.
27. Termination for Contract for Convenience. The Owner may terminate this Contract at any time by a notice in writing to the Contractor. If the Agreement is terminated by the Owner pursuant to the terms hereof, the contracted party will be paid an amount, which bears the same ratio to the total compensation as the services actually performed. Bear to the total services of the contracted party covered by this Contract, less payments of compensation previously made upon the effective date of such termination. The contracted party may be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the contracted party during the contract period, which are directly attributable to the incomplete portion of the services covered by this Contract.

SPECIAL PROVISIONS

This bid is being done in connection with the County's projects that are being funded by the American Rescue Plan Act (ARPA).

The selected contractor must be registered with SAM.gov.

SPECIFICATIONS

All work is to be in accordance with the specifications and drawings as designed by MBI Companies.

All questions about the specifications are to be submitted in writing to the Purchasing Department and they will be answered via written addenda.

PRICING

LUMP SUM BID TO REPAINT EXTERIOR OF COUNTY BUILDING AS SPECIFIED \$ _____

ESTIMATED START DATE _____

NUMBER OF DAYS TO COMPLETE _____

VENDOR INFORMATION

Please type/print clearly in ink – no erasable writing instrument.

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Email address:		
Remit To Address <i>(if different from above)</i> :		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Email address:		
Number of years in business:		
Business License Number:		State:

SIGNATORY AUTHORITY

Company Official authorized to sign contracts:	
Company Name:	
Authorized Signature:	Printed Name:
Title:	Date:
Email Address:	

Acknowledgement of Receipt of Addenda

If addenda were issued, please acknowledge the receipt of: (please check mark if you received one)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

Prompt Pay Discount

If applicable, please indicate below if discounts will be allowed for prompt payment or if there is no discount offered:

_____ % Net 10 Days _____ & Net 20 Days _____ % Net 30 Days _____ No Discount

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Roane 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 _____.

THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED & NOTARIZED, & RETURNED IN YOUR BID.

**STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that _____ have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements of Chapter no. 878.

Signed: _____

State of _____)
County of _____) ss

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargain or, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

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

Notary Public

My commission expires _____

THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED & NOTARIZED, & RETURNED IN YOUR BID.

REGULATION COMPLIANCE AFFIDAVIT

As the authorized representative for _____, I hereby certify that the contract for goods and/or services in conjunction with this bid/quote/proposal and subsequent contract(s) does adhere to all federal, state, and local laws included but not limited to the requirements contained herein.

The undersigned affirms that he/she has legal authority to swear this on behalf of the aforementioned supplier and that each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, and that each supplier is not in any manner in violation any of the State of Tennessee Iran Divestment Act (Tennessee Code Annotated §12-12-101 to §12-12-106), the Non-Boycott of Israel Affidavit (Tennessee Code Annotated §12-4-1 et seq.) and is in compliance with the Non-Discrimination, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying affidavit.

By submission to this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal that each party thereto certifies as to its own organization, under penalty of perjury that to the best of his/her knowledge and belief that each vendor is in compliance.

By: _____

Title: _____

Sworn to and subscribed before me, a Notary Public, this _____ day of _____ 20____.

Notary _____ My Commission Expires _____

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

- _____ African American Owned
- _____ Caucasian Owned
- _____ Native American Owned
- _____ Other Owned

- _____ Asian Owned
- _____ Hispanic Owned
- _____ Woman Owned

THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED & NOTARIZED, & RETURNED IN YOUR BID.

BID ENVELOPE COVER

Project: **BID # 2024-22-171**
REPAINTING OF A COUNTY BUILDING
1362 North Gateway Ave
Rockwood, TN 37854

Bid Date & Time: **Thursday, April 11, 2024**
2:00:00 p.m. (Eastern Time Zone)

Bids must be delivered prior to the aforementioned date and time to:
Roane County Purchasing
200 East Race Street
Suite #3
Kingston, Tennessee 37763

Bidder Name & Address: _____	

TN License Number: _____	Limit: _____
Expiration Date: _____	Classification: _____