

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

ADVERTISEMENT FOR BIDS

Roane County is inviting sealed bids for Sealing & Striping for various parking areas at county-owned facilities, subject to the Terms and Conditions of the Invitation to Bid, the bid specifications and the Roane County Purchasing Manual. Should a project be funded by ESSER federal funds or COVID federal relief funds, the projects will require the use of Davis-Bacon wage determination.

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

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

Project: Sealing & Striping Various Parking Lots

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

Bids Received Until: 2:00 p.m. (EDT) on Tuesday, June 8, 2021

Specifications: May be obtained in the Roane County Purchasing Department or electronically by contacting the Purchasing Department at 865-376-4317 or going to the County's website www.roanecountytn.gov.

ROANE COUNTY PURCHASING DEPARTMENT INVITATION TO BID

Roane County is inviting sealed bids for the service(s) listed below, subject to the terms and conditions of the Invitation to Bid, the accompanying specifications, and the Roane County Purchasing Manual.

At the appointed time bids will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Bids arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Bids To:

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

Bid Number: 1023-AF
SEALING & STRIPING VARIOUS PARKING LOTS

Open Date & Time: June 8, 2021 at 2:00 p.m. (Eastern Time Zone)

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

PURCHASING CONTACT INFORMATION

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

GENERAL TERMS & CONDITIONS

Attached are instructions and conditions for submitting a bid for Roane County Government. The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.

BID PREPARATION & SUBMISSION

1. Bidders are expected to examine specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this bid. Failure to do so will be at the bidder's risk.
2. All bids shall be in accordance with the instructions to bidders and specifications included in this ITB. Specifications are intended to be open and non-restrictive.
3. All pricing submitted in the bid document must be completed in ink or typewritten. The bottom line total must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.
4. All bids must meet or exceed the enclosed specifications.

5. It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted to the Purchasing Department as described below.
6. All original forms must be signed by a person with authority to bind the bid. The bid must be sealed in an envelope that is labeled according to the directions stated below.
7. The vendor's name & address, bid/proposal number, and bid/proposal date and time is to be on the outside of the envelope. If bidding over \$25,000 the contractor's licensing information is to be on the outside of the bid envelope in accordance with T.C.A. § 62-6-119.
8. The bid must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.

9. Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed bid documents will not be accepted.

LATE RECEIPT OF THE BID

1. The bid and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the bidder has no responsibility. Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.
2. Bids must be in the Purchasing Department prior to or at 2:00 p.m. sharp on the appointed date. No bids will be accepted past 2:00 p.m. (02:00:01 is considered late) Time will be determined by the official NIST US time.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Agent if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
2. 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 the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.
3. Any questions concerning this Invitation to Bid are to be faxed to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

BID OPENING & AWARD

1. Only the bottom-line figure will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.
2. Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening may

not be corrected, and the bidder may be bound to honor bid as submitted. After investigation of the nature of the mistake, the Purchasing Agent may allow the bid to be withdrawn.

3. The contract will be awarded in writing to the most responsive bidder whose bid conforms best to the Invitation to Bid will be most advantageous to Roane County. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
4. Roane County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in the bids received.
5. Roane County reserves the right to award the bid in its entirety or to divide the award in any way that will be more advantageous to the county.
6. Bid results will be posted on the County's website along with the bid tabulation.

PROTEST PROCEDURE

1. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of bid award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - 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.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

1. In the event that funds are not appropriated by Roane County for the goods or services 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 occurs first, with no further obligations owed to or by either party.

INSURANCE

1. 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.
2. 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.

COMPLIANCE WITH ALL LAWS

1. 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.

GOVERNING LAW

1. 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 have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

1. 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.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, 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.

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. 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. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bid.
3. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the county for excess costs incurred by such a purchase.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide the services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.

CONTRACT TERMINATION FOR CAUSE

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.

2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contract to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Invitation to Bid, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

IRAN DIVESTMENT ACT

1. 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 Tennessee Code Annotated § 12-12-106.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The 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.
3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontractor.

FEDERALLY FUNDED PROJECTS

Davis-Bacon and Copeland Anti-Kickback Act Requirements

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded with federal funds, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.

Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on federally assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." 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. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

A copy of the Davis-Bacon Wage Rates for Tennessee is included in this bid package.

1023-AF – SEALING & STRIPING PARKING LOTS
VENDOR INFORMATION SHEET

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

_____ Yes _____ No

**1023-AF – SEALING & STRIPING PARKING LOTS
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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.

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, the bidder 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 Invitation to Bid 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 Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

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

Signature

Title

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

**1023-AF – SEALING & STRIPING PARKING LOTS
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.

1023-AF – SEALING & STRIPING PARKING LOTS
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 _____)
) ss
County of _____)

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 _____

Statement of Compliance – Illegal Immigrants

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

**1023-AF – SEALING & STRIPING PARKING LOTS
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 liquified 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 BIDDER that is on the Prohibited Entities List will be ineligible to contract with the COUNTY.

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

**CERTIFICATION OF COMPLIANCE
IRAN DIVESTMENT ACT**

The undersigned states that he/she has legal authority to swear this on behalf of _____

(Vendor); and that the Vendor is not in any manner in violation of *Tennessee Code Annotated §12-12-101 to §12-12-106.*

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 the Iran Divestment Act, Tennessee Code Annotated §12-12-106.

By: _____

Title: _____

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

Notary _____ My Commission Expires _____

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

**1023-AF – SEALING & STRIPING PARKING LOTS
INVITATION TO BID
SPECIFICATIONS - 1**

Roane County is inviting bids for Sealing & Striping various county owned parking lots through out the fiscal year.

REQUIRED DOCUMENTS

Bidders must use the envelope cover sheet included herein.

The following documents must be returned in the bid envelope:

- Vendor Information Sheet
- Non-Collusion, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying Affidavit
- Drug-Free Workplace Affidavit
- Statement of Compliance Certificate of Illegal Immigrants
- Certificate of Compliance – Iran Divestment Act

INSURANCE

- A certificate of Insurance issued by the Contractor's Insurance Company will be required upon award of the bid.

CONTRACT

The Roane County's Purchase Order, the Terms & Conditions, and the Specifications of this Invitation to Bid will serve as the construction contract.

**1023-AF – SEALING & STRIPING PARKING LOTS
SPECIFICATIONS - 2**

SCOPE OF WORK

Provide Labor, Equipment and Material to:

Patch, Repair, Sealcoat, and Restripe all asphalt paving at various county owned facilities.

Work to include but not limited to:

1. Patch and repair as specified in Section 32 01 17.
2. Prepare and sealcoat as specified in Section 32 01 19.
3. Provide and install pavement markings as specified Section 31 17 23. Note asphalt is to be restriped in its current layout.
4. All cracks in pavement are to filled.

SPECIAL CONDITIONS

1. Coordinate a preconstruction meeting with the Department Manager prior to commencing the work.
2. Coordinate working times with the Department Manager. Contractor should have equipment and manpower to complete the job beginning on a Friday afternoon and be ending on Sunday night.
3. The owner will be responsible for making sure there are no vehicles remaining in parking lot when project is to start.
4. The contractor to have an employee present at all times that is familiar with these conditions and has the authority to respond to any owner concerns.
5. All equipment is to be in safe and workable condition and operated in compliance with all state and federal regulations.
6. Provide a safe, clear, unencumbered and clearly identified pathway to the entrances at all times.
7. Remove and dispose of all construction debris and containers at the end of each day.
8. Repair or replace any damages by the contractor to walls, roofs, windows, doors, sidewalks, pavement, lawns, landscaping or vehicles.
9. Surfaces to receive coatings are to be cleaned, prepared, and caulked as recommended by the manufacturer.
10. Finishes are to be applied strictly as recommended by the manufacturer.
11. Provide a small test sample in each area or item being refinished.
12. Provide the owner with a minimum ½ gallon, including the mix formula, of each material used in the project.
13. Bidders are responsible for measurements of the parking lot.

TERM OF THE CONTRACT

The term of the contract is for fiscal year beginning July 1, 2021 through June 30, 2022.

BID RENEWAL

Roane County reserves the right to renew all aspects of the bid one year at a time for an additional three (3) years (2022-23, 2023-24, 2024-25) based on a firm fixed price and in accordance with the same Terms & Conditions of the original Invitation to Bid. Roane County Purchasing will notify the vendor of their intention to renew this contract prior to June 1 of the proposed renewal year. This renewal is not automatic and will be based on an annual review of the contract.

**1023-AF – SEALING & STRIPING PARKING LOTS
BID FORM – 1**

BID RECIPIENT

1. This Bid is submitted to:
**Roane County Purchasing
200 East Race Street, Suite #3
Kingston, Tennessee 37763**
2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all the Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other Terms & Conditions of the Bidding Documents.
3. Pricing is requested for projects that are being funded with county funds and also for projects that are being funded by federal funds.

BIDDER'S ACKNOWLEDGEMENTS

1. The bidder accepts all of the Terms & Conditions of the Invitation to Bid, including and without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon written request of the Owner.
2. The Bidder examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents and the Addenda issued and has acknowledged the receipt of same.
3. The Bidder has visited the Site(s) and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
4. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
5. The Bidder is aware of the general nature of the work to be performed in this project.
6. The Bidder has submitted written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder discovered in the Bidding Documents, and the written resolution thereof by the engineer or owner is acceptable to the Bidder.
7. The Bidding Documents are generally sufficient to indicate and convey understanding of all Terms & Conditions for the performance of the Work for which this Bid is submitted.

**1023-AF – SEALING & STRIPING PARKING LOTS
BID FORM – 2**

PRICE AS FOLLOWS

This bid will be used by various departments in various locations. Please provide a unit pricing using the same bid specification as follows.

COUNTY FUNDED PROJECTS

UNIT PRICE PER SQUARE YARD FOR A MINIMUM OF 100 SQUARE YARDS \$ _____

FEDERALLY FUNDED PROJECTS

UNIT PRICE PER SQUARE YARD FOR A MINIMUM OF 100 SQUARE YARDS \$ _____

BID ENVELOPE COVER SHEET

Project: SEALING & STRIPING VARIOUS PARKING LOTS

Bid Date & Time: Tuesday, June 8, 2021
2:00 p.m. (Eastern Time Zone)

Bids must be delivered prior to the aforementioned date to:

Roane County Purchasing
200 East Race Street
Suite #3
Kingston, Tennessee 37763

Bidder Name & Address: _____	

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

(Rev. 01/01/21)

STATE

OF

TENNESSEE

Sheet 1 of 6

TENNESSEE DEPARTMENT OF TRANSPORTATION

MINIMUM WAGE SCALES FOR FEDERAL AID HIGHWAY CONSTRUCTION

General Decision Number: TN20210147 01/01/2021

Superseded General Decision Number: TN20200147

State: Tennessee

Construction Type: Highway

Counties: Tennessee Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

(Rev. 01/01/21)

STATE

OF

TENNESSEE

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0 01/01/2021

SUTN2016-001 07/13/2016

	Rates	Fringes
BRICKLAYER.....	\$ 14.26	
CARPENTER.....	\$ 17.52	
CEMENT MASON/CONCRETE FINISHER....	\$ 15.55	
ELECTRICIAN.....	\$ 24.08	
IRONWORKER		
Reinforcing.....	\$ 16.29	
Structural.....	\$ 16.89	
LABORER		
Common/Unskilled.....	\$ 13.11	
Skilled		
Air Tool Operator,		
Asphalt Raker, Chain Saw		
Operator, Concrete Mixer		
(less than 1 yd),		
Concrete Rubber, Edger,		
Fence Erector, Form		
Setter (steel), Guard		
Rail Erector, Mechanic's		
Tender (tire changer or		
oiler), Mortar Mixer,		
Nozzleman or Gun Operator		
(gunite), Pipelayer,		
Sign Erector.....	\$ 15.27	
PAINTER (INCLUDES SANDBLASTER)....	\$ 26.36	
POWER EQUIPMENT OPERATOR:		
GROUP 1		
Backhoe/Hydraulic		
Excavator (3/4 yd &		
over), Crane (less than		
20 Tons), End Loader (3		
yd & over), Motor Patrol		
(finish), Piledriver,		
Dragline.....	\$ 19.14	
GROUP 1A		
Drill Operator (Caisson)....	\$ 25.26	
Farm Tractor Operator		
(Power Broom).....	\$ 13.50	
GROUP 2		
Backhoe/Hydraulic		
Excavator (less than 3/4		
yd), Bulldozer or Push		

Dozer, End Loader (less than 3 yd), Motor Patrol (rough), Tractor (crawler/ utility), Truck Driver (Heavy Duty, Off Road) Scraper, Shovel, or Trenching Machine.....\$ 17.08

GROUP 3

Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (self-propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine (horizontal).....\$ 17.75

GROUP 4

Bobcat, Central Mining Plant, Concrete Pump, Concrete Saw, Curb Machine (automatic or manual), Dozer or Loader (stockpile), Drill (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Soil Stabilization Machine, Tractor (boom and hoist), Bituminous Distributor Machine, pump, Track Drill, Striping Machine....\$ 16.48
 Heavy Duty Mechanic.....\$ 20.33
 Light Duty Mechanic.....\$ 19.53
 Sweeping Machine (Vacuum) Operator.....\$ 15.56

GROUP 5

Crane (over 20 Tons).....\$ 20.44

TRUCK DRIVER

2 axles.....\$ 15.36
 3-4 axles.....\$ 14.86
 5 or more axles.....\$ 16.27

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION