

**Weakley County, Tennessee
Invitation to Bid
Bid # 2023-19**

The Weakley County, Tennessee Department of Finance will be accepting bids for the following services for the Weakley County Board of Education:

Contracted Painting Services

Information can be obtained from the Department of Finance, 8319 Highway 22, Suite B, Dresden, TN 38225, between the hours of 8:00 A.M. and 4:00 P.M. or online at www.weakleycountyttn.gov.

Bids will be accepted **until 10:00 A.M., May 12, 2023**. Bids received after this time will be deemed late and will not be considered.

Bids must be sealed and marked on the outside of the envelope:

“SEALED BID # 2023-19 – BOE Painting

**** MANDATORY PRE-BID SITE VISIT – Monday, May 1, 2023, at 8:15 A.M. **
Beginning at Greenfield School
ALL BIDDERS MUST ATTEND**

Proposals may be hand delivered or mailed to:

John H. Liggett
Director of Finance
Weakley County, Tennessee
8319 Highway 22, Suite B
Dresden, TN 38225

Nothing herein is intended to exclude any responsible vendor, his or her product or service, or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to offer a proposal. Weakley County is compliant with Title VI of the 1964 Civil Rights Act and as a result, does not discriminate on the grounds of race, creed, national origin or gender.

The bid document may be downloaded at www.weakleycountyttn.gov.

Any questions concerning the bid should be directed to John Liggett, Director of Finance (731-364-5429), or Wayne Reynolds, Supervisor of Maintenance (731-364-2578).

Weakley County, Tennessee
Bid Specifications
Bid # 2023-19

1.0 INTENTIONS OF OWNER: It is the intention of Weakley County, Tennessee and the Weakley County Board of Education (Owner/County), to contract through the Weakley County Director of Finance with the party (Bidder/Vendor/Contractor) submitting the lowest and best bid.

It is the intention of Weakley County to receive bids on these items with effective date immediately. The successful Contractor must begin work within (30) thirty days of receiving the Notice to Proceed and all work must be completed prior to August 1, 2023.

1.1 APPLICABLE LAWS: Bidder of labor and material contract items must conform to the requirements of the Tennessee Contractor's Licensing Act of 1976. Any Contract awarded under this Request for Proposal will require Contractor to be licensed in the State of Tennessee.

Any Contract awarded under this Bid will be interpreted under the laws and statutes of the State of Tennessee. Any action arising from said Contract shall be brought in the State courts of Weakley County, Tennessee or the United States Federal District of the Western District, Eastern Division of Tennessee.

1.2 CONSTRUCTION OVERSIGHT: Mr. Wayne Reynolds, School Maintenance Supervisor, will provide construction oversight for this project. All matters concerning work scheduling, materials, procedures, etc. during the construction period should be referred to Mr. Reynolds or as otherwise directed. His contact phone is 731-364-2578.

1.3 BID OPENING: Bids will be received by the Director of Finance until 10:00 A.M., May 12, 2023. Bid Opening will be conducted in the Director of Finance Office, 8319 Highway 22, Suite B., Dresden, TN 38225.

2.0 INSURANCE, AND INDEMNITY PROVISIONS

2.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: Any Bidder who is selected to enter into a Contract for (any of) this work in the amount of \$25,000 or more shall furnish and pay for bonds covering faithful performance of the Contract and payment of all obligations arising thereunder. The Performance Bond shall be for not less than 25% of the Contract Sum. Bonds shall be delivered to the Owner not later than the time of execution of the Contract Agreement. Failure or neglect by the selected bidder to deliver these bonds, as specified, will be considered as his having abandoned the Contract, and the Bid Security will be retained by the Owner has liquidated damages, but not as a penalty.

2.2 MATERIALS SUPPLY BOND: The bidder who is selected to enter into a Purchase Order Agreement for any of this work of \$25,000 or more shall furnish and pay for a bond covering faithful delivery under the Purchase Order Agreement and payment of all obligations arising thereunder. The bond shall be for 24% of the Purchase Order Sum. Bond shall be delivered to the Owner prior to payment for any work performed.

2.3 INSURANCE CERTIFICATES: Any bidder who is selected to enter into a Contract for installation labor and materials shall obtain and pay for insurance coverage required by the provisions stated below. All requirements of these instructions must also be met. Failure or neglect by the selected bidder to deliver certificates as specified, will be considered as his having abandoned the Contract and the Bid Security will be retained by the Owner as liquidated damages, but not as a penalty.

All insurance certificates are required to name and benefit Weakley County, Tennessee and the Weakley County Board of Education as Additional Insured and include a Waiver of Subrogation for Workers Compensation.

Insurance coverage's under this section shall meet or exceed the following limits.

1. Workers Compensation:
Applicable Federal and State Statutory
Employer's Liability \$1,000,000

2. Comprehensive General Liability, including Products and Completed Operations, Broad Form Property Damage Liability, Contractual Personal Injury, and XCU Coverage (if applicable):

Bodily Injury Limits of: \$1,000,000
Annual Aggregate of: \$1,000,000

3. Automobile Liability to include Owned, Non-owned and Hired:
Bodily Injury and Property Damage
Combined Single Limit: \$1,000,000

4. Excess Limits Liability:

Policy (Umbrella) \$1,000,000

Furnish one (1) original and one (1) copy of Certificates of Insurance evidencing the required coverage. The Certificates must include the provisions that the owner shall be notified of any changes, deletion, or cancellation of coverage within thirty (30) days of such action.

3.0 INDEMNITY PROVISION: All bidders are to include provisions in their bid to incorporate the following Indemnity Provision into their scope of work. This Indemnity Provision shall be deemed a part of any Contract and/or Purchase Order Agreement between the successful bidder and the Owner.

To the fullest extent permitted by law, the Contractor and its subcontractors shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of the use resulting therefrom, and (2) is caused in the whole directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Owner or their agents or employees by any employee or any Contractor, any Subcontractor, anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. In the event any provision or portion thereof should be deemed illegal or unenforceable, then all the remaining terms of this provision shall be fully legal and enforceable.

4.0 CONTACT TERM: Any Contract or Award arising from this bid will be contingent upon continued funding during the Contract period. Should the governing authorities for Weakley County fail to approve funding appropriations for this work in any future period, said Contract or Award will become null and void. In the event any of the provisions of this contract are violated by the contractor, or by any of his subcontractors, the county may serve written notice upon the contractor; surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless immediately after the serving of the such notice upon arrangement of correction be made, the contract shall cease and terminate. In the event of any such termination, the county shall immediately serve notice thereto upon the contractor.

5.0 EXECUTION OF CONTRACT: Bidder shall be prepared to execute a formal Contract Agreement within five (5) days after receipt of notice of bid acceptance and/or to begin work as early as May 30, 2023, upon the issuance of a Purchase Order. In order for the bid to be considered, all bidders must comply with the attached specifications. All bidders must secure permits and licenses, in connection with the performance of said work and pay all fees pertaining thereto.

6.0 BID FORM: The bid must be submitted on the proper form enclosed to receive consideration. Sums of money shall be indicated by the Unit Cost per location. No bidder may withdraw his bid within 30 days of the actual opening thereto.

Bids will be reviewed and awarded on the basis of the lowest and or best bid.

7.0 ATTENTION BIDDERS:

The Bidder's Certification, Bidder's Affidavit, Bid Form, & References must be included with your submission to be considered a complete bid packet. If your total bid exceeds \$25,000 the following two requirements must be met and included with the bid packet.

8.0 DRUG-FREE WORKPLACE AFFIDAVIT: Under the provisions of T.C.A. S50-9-113, January 1, 2001, employers with five (5) or more employees who contract with either the state or local government to provide construction services, for which the total cost of the contract is twenty-five thousand (\$25,000) or more, are required to submit an affidavit stating that they have a drug-free workplace program that complies with Title 50, Chapter 9, in effect at the time of the submission of a bid at least to the extent required of governmental entities.

PAINING SPECIFICATIONS

1. Painting work includes hallways, classrooms, restrooms, office areas, interior and exterior doors, concrete floors.
2. Contractors must visit each site to view requested areas for painting.
3. High quality materials are required. Latex, semi-gloss, and high gloss paint may be used. All EPA lead requirements must be adhered to. Manufacturers may include but are not limited to Gray Seal, PPG, Sherwin Williams, Farrell Calhoun.

The successful bidder should adhere to manufacturer's paint label analysis and application instructions.

The coordination of paint color selection must be approved by each building principal.

4. Clean and prepare surfaced in accordance with paint manufacturer's instructions.
5. Apply paint in accordance with manufacturer's directions. Apply additional coats when undercoats or other conditions show through final coat of paint, until paint film is of uniform finish, color & appearance.
6. Finish doors on tops, bottom and side edges the same as faces, unless otherwise instructed.
7. During progress of work, remove from site all discarded paint materials, rubbish, cans, and rags daily. Upon completion of painting, clean window glass and the paint-spattered surfaces.
8. **Work may begin May 30, 2023, and must be completed by August 1, 2023. Work must be performed outside of school hours (after 3:00 PM weekdays or on weekends) until June 23, 2023 to accommodate summer school.**

**WEAKLEY COUNTY, TENNESSEE
BID FORM
BID # 2023-19**

BIDS WILL BE RECEIVED BY: **WEAKLEY COUNTY, TENNESSEE
DIRECTOR OF FINANCE
8319 HIGHWAY 22, SUITE B
DRESDEN, TN 38225**

UNTIL: **10:00 A.M., May 12, 2023**

SERVICES BID: **BOE - Painting Services**

Having carefully examined the specifications for the above referenced equipment, the undersigned proposes to furnish the following item (s) as bid. All bids must be submitted on the Bid Form, along with the Bidder Certification and Drug-Free Workplace Affidavit.

AREAS TO PAINT:

Dresden Elementary School – 759 Linden St., Suite B, Dresden, TN 38225

Main hallway	_____
Lobby	_____
All exterior doors	_____
Awning Poles (2nd grade wing)	_____
Total	_____

Dresden Middle School – 759 Linden St., Suite A, Dresden, TN 38225

All exterior doors	_____
Total	_____

Dresden High School – 7150 Hwy 22, Dresden, TN 38225

Room 107	_____
Room 110	_____
Restrooms (8)	_____
Total	_____

Gleason School – 3 State Championship Dr., Gleason, TN 38229

Room G4	_____
Room G9 Ag Class	_____
Room 12	_____
Room 6 Teacher workroom & restrooms	_____
Steps in Lobby area	_____
All exterior handrails	_____
All exterior doors including fieldhouse doors	_____
Kindergarten hallway 1 wall	_____
Gym doors in Ag hallway	_____
Door frames interior in G Hall	_____
Doors in Sanders Gym both sides	_____
Lobby concession stand	_____
Accent walls - multiples areas	_____
Total	_____

Greenfield School – 319 West Main St., Greenfield, TN 38230

Elementary locker rooms	_____
Butler's office	_____
Football concession stand	_____
Total	_____

Martin Elementary School - 300 S. College St., Martin, TN 38237

All main office area (Not Asst. Prin. Office)	_____
4th Grade classrooms (13)	_____
Total	_____

Martin Middle School – 700 Fowler Rd., Martin, TN 38237

Girls' basketball locker room	_____
Room 4B	_____
Room 15B	_____
Room 2B	_____
Room 5A	_____
Doorways along hallways	_____
Total	_____

Martin Primary School – 215 S. College St., Martin TN 38237

All exterior doors	_____
Room W2	_____
Room W4	_____
Room 15	_____
Room W7	_____
Room 9	_____
Room W1	_____
Room W3	_____
Total	_____

Westview High School - 8161 Hwy. 45, Martin, TN 38237

Hallways & bathrooms A, E, F,G, H	_____
Main/Aux. lobbies	_____
South crossroad	_____
Library	_____
Total	_____

Sharon School – 254 N. Woodlawn St., Sharon, TN 38255

Room 21	_____
Front office, Lobby, & window trim	_____
Hallway by cafeteria	_____
Circle hallway around Library & restrooms	_____
Total	_____

Cafeterias

Dresden K-8	_____
Martin Primary	_____
Westview	_____
Sharon	_____
All doors & window frames in manager's offices at MPS, WHS, Sharon, & Dresden K-8	_____
Total	_____

COMMENTS/EXCEPTIONS:

BIDDER NAME:

ADDRESS:

DATE:

PHONE/FAX NUMBER:

SIGNATURE & TITLE:

REFERENCES (INCLUDE CONTACT INFORMATION):

BIDDER CERTIFICATION

The Director of Finance requests, as a matter of policy, that any consultant or firm receiving a contract or award resulting from this Request for Sealed Bid issued by the County of Weakley, Tennessee, shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to our firm, partnership or corporation that no members of the elected governing body of Weakley County or member of his or her immediate family, including spouse, parents or children or any person representing or purporting to represent any member or members of the elected governing body, has received or has been promised, directly or indirectly any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract under a Request for Proposal.

Handwritten Signature of Authorized Principal(s):

Name: _____

Title: _____

Name of Firm/Partnership/Corporation:

Date: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Weakley County government to provide construction services, hereby state 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. Section 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. Section 50-9-113.

Further affiant saith not.

Principal Officer

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

Notary Public

My Commission Expires: _____

WEAKLEY COUNTY IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective as of July 1, 2016, is codified at Tenn. Code Ann. § 12-12-101 et seq. The Iran Divestment Act, with certain exceptions, prohibits local governments, including Weakley County, 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 Tenn. Code Ann. § 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 liquefied 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 web site a list of persons it determines engage in investment activities in Iran (the "Prohibited Entities List").

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

Pursuant to the Act, any BIDDER that attempts to contract with Weakley 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 Bidder's Certification.

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Tenn. Code Ann. § 12-12-101 et seq.

Comes _____ (Printed name of Principal Officer of
Company), for and on behalf of _____, (the "Company") and,
after being duly authorized by the Company so to do, makes oath that:

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, Tenn. Code Ann. § 12-12-106.

Signature

Title: _____

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

_____ Notary Public

My Commission Expires: _____