

## **Invitation to Bid: Jefferson County Board of Education Exterior Painting Services for Multiple School Buildings.**

The Jefferson County Board of Education (JCBOE) and JC Purchasing Department will be accepting sealed bids for the **“JCBOE Exterior Painting Services for School Buildings.”** A **MANDATORY Pre-Bid meeting will be held on December 3, 2024, at 9:30am ET.** Full details of the bid, specs, scope, required documents, and bid process can be found on the county website at [jeffersoncountyttn.gov/finance-department](http://jeffersoncountyttn.gov/finance-department). Sealed bids should be clearly labeled **“JCBOE Exterior Painting Services for School Buildings”** and either mailed to the Jefferson County Finance Department to the attention of Purchasing Agent Julie Anglea, at P.O. Box 1749, Dandridge, TN, 37725, or dropped off at 1244 Gay St., Dandridge, TN, 37725. Sealed bids will be accepted until **2:00 p.m. ET, Thursday, December 12, 2024**, at which time bids will be opened in the Finance Department conference room. Jefferson County reserves the right to accept or reject any and all bids and to waive all irregularities in the receipt/handling of bids.

# INVITATION TO BID

## Jefferson County Board of Education

### Exterior Painting Services for School Buildings

Jefferson County is inviting sealed bids for painting service(s) for three (3) school buildings, White Pine School, Dandridge Elementary School, and New Market Elementary School, subject to the terms and conditions of the Invitation to Bid, the accompanying specifications, and the Jefferson County Purchasing laws, bylaws, rules, and regulations.

At the appointed time bids will be publicly opened in the Jefferson County Finance Department at the below address. Bids received after the appointed date and time will be considered late and will not be opened.

#### **Deliver Bids To:**

Jefferson County Finance Dept- Purchasing Agent  
P.O. Box 1749  
1244 Gay Street  
Dandridge, TN 37725

**Bid: Jefferson County BOE Exterior Painting Services for School Buildings**

**Bid Open Date & Time: December 12, 2024, at 2:00 p.m. (Eastern Time Zone)**

**Mandatory Pre-Bid Meeting: December 3, 2024, at 9:30am (Eastern Time Zone)**

The Bid Envelope must show the Bid Name & Opening Date.  
**Please use attached Bid Envelope Cover Sheet**

#### **CONTACT INFORMATION**

Julie Anglea  
Purchasing Agent  
Phone: 865-397-4922 Ext. 2115  
Email: [janglea@jeffersoncountyttn.gov](mailto:janglea@jeffersoncountyttn.gov)

#### **GENERAL TERMS & CONDITIONS**

Attached are instructions and conditions for submitting a bid for Jefferson County Government and Board of Education (BOE). 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 name, 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:

Jefferson County Finance Department- Purchasing Agent  
P.O. Box 1749  
1244 Gay Street  
Dandridge, TN 37725

**Please note that Jefferson 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 and/or Emailed bid documents will not be accepted.
10. There will be a **MANDATORY** pre-bid walkthrough on **December 03, 2024, at 09:30am ET**. Any contractor interested in placing a bid for this project is required to be at the walkthrough. If a contractor is not present at the walkthrough, their bid will not be accepted. A walk through will be performed at each school including White Pine School, Dandridge Elementary, and New Market Elementary Schools.

#### **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 Jefferson County that failure to arrive on time was due solely to a delay in delivery for which the bidder has no responsibility.
2. Bids must be received by the JC Finance 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. ET (02:00:01 is considered late).

#### **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 emailed to the Purchasing Agent. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Department is not to be considered binding.

## **BID OPENING & AWARD**

1. Only the price list sheet and bottom-line figures 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 best follows the requirements for the bid and is the most most advantageous to Jefferson County. It is the intent of Jefferson 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. Jefferson County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in the bids received.
5. Jefferson 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. Results are posted on the county website and bidders will be notified by email with bid tabulation attached. Bid tabulations will be posted with Award and Rejection Letters. All other bid documents may be requested.

## **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 Jefferson 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 Jefferson 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 Jefferson 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 Jefferson 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 Jefferson County, Tennessee. The Courts in Jefferson 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.

### **INDEMNIFICATION/HOLD HARMLESS**

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

### **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. The 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. The 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 Jefferson 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 Jefferson County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, is involved.

4. Officers, employees or officials of the Jefferson County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontractors.

#### **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, Jefferson 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. Jefferson County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Jefferson County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Jefferson 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.

## **CONTRACT**

Jefferson County's Purchase Order, the Terms & Conditions, and the Specifications of this Invitation to Bid will serve as the contract. An acceptance award letter is required to be signed prior to any work being performed. A more detailed contract may be required to be signed once awarded

## **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. Jefferson County Government and Jefferson County Board of Education are not subject to taxation. A tax exemption certificate will be provided upon request.

## **REQUIRED DOCUMENTS**

Bidders must use the envelope cover sheet included herein.

The following documents **must** be returned in the bid envelope:

- Vendor Information Sheet
- Bid Price Sheet
- Non-Collusion, Non-Debarment, & Lobbying Affidavit
- Drug-Free Workplace Affidavit
- Statement of Compliance Certificate of Illegal Immigrants
- Certificate of Compliance – Iran Divestment Act
- Certificate of Insurance issued by the Contractor's Insurance Company

## BID SPECIFICATIONS AND SCOPE OF WORK

Scope: Jefferson County Government and Board of Education will be accepting bids for painting the exteriors of New Market Elementary School, Dandridge, Elementary School, and White Pine School. These surface treatments should have an expected life (warranty) of at least 10 years. The surfaces not being painted and the surrounding grounds and structures should be protected from overspray.

- The contractor shall be a properly licensed painting contractor under existing Federal, State, and Local laws, and qualified to perform the job as contained in the scope of work.
- The awarded contractor shall have a valid Tennessee license that enables them to procure all required permits, complete all the work as specified herein and required by law.
- The contractor shall provide all labor, materials, equipment, tools, vehicles, travel, licenses, insurances, permits and incidentals for the exterior painting in accordance with the terms, conditions, and scope of work of this invitation to bid.
- The contractor must perform all functions and activities in compliance with established industry practices and in a manner to produce finished work of quality, appearance, and durability. Materials shall be applied without runs, sags, or cracking.
- The contractor shall provide all materials and equipment for preparation and painting of exterior walls, doors, frames, and fascia. Preparation shall include pressure washing and cleaning all areas to be painted, patching cracks with caulk or sealant, followed by painting.
- Acceptable paint manufacturers: Benjamin Moore, Aura Exterior Paint, Sherwin Williams, Super Paint, Exterior Acrylic Latex Paint, or approved equal.
- Paint colors will be chosen and approved by school officials prior to the start of projects.
- A 24" x 24" sample of paint shall be approved by school officials before beginning the project
- Work will need to be performed with no disruptions to students and staff at the school during weekdays and weekends.
- The contractor shall maintain safeguards while work is ongoing and secure the site prior to leaving at the end of each and every day.
- Bids should be submitted for individual schools as well as a combined price for all three schools. Prefer to award to one vendor with the best combined price for all three (3) schools. Jefferson County BOE reserves the right to select one, more than one, or none, of the vendors submitting bid proposals and to select proposals in whole or in part.
- There will be a **MANDATORY** pre-bid walkthrough on **December 03, 2024, at 09:30am ET**. Any contractor interested in placing a bid for this project is required to be at the walkthrough. If a contractor is not present at the walkthrough, their bid will not be accepted. A walk through will be performed at each school. The addresses are listed below: Beginning at White Pine Elementary, Dandridge Elementary and finally New Market Elementary School.



- **White Pine School**
  - 3060 Roy Messer Hwy  
White Pine, TN 37890
- **Dandridge Elementary School**
  - 780 TN-92
  - Dandridge, TN 37725
- **New Market Elementary School**
  - 1559 W. Old A. J. Hwy.
  - New Market, TN 37820
- All surfaces being painted shall include the following:
  - Pressure cleaned and free of any dust or debris
  - Scraped
  - Sanded
  - Primed with oil base primer
  - Painted with two coats of 100% acrylic semi-gloss paint
  - Caulking around windows, doors, any transitions, filling exposed cracks with sealant or caulking.
  - Protect all surrounding surfaces including sidewalks, walls, floors, glass, and all other surfaces not being painted from spills, splatters, and overspray.
  - The contractor is responsible for all cleanup, waste, and disposal of paint and materials, ensuring paint cans are completely empty and fully dried before disposal and keeping it safe and clean at the end of each workday.
- Surfaces to be painted include:
  - Eaves
  - Facia
  - Rake
  - Gable
  - Drip edge
  - Overhangs
  - Exposed Beams
  - Metal Siding
  - Metal Vents
- Project should be completed and invoiced no later than June 30, 2025
- Any changes or additions to this scope will require prior approval by the Maintenance Supervisor or Director of Schools.

# Bid Price Sheet

## White Pine School

Paint Brand, Primer, and Color	
Anticipated Completion Date or Days to Complete	
Coats of Paint Included: 1 Coat of Primer 2 Coats of Paint	Yes or No
Price Breakdown: Labor	
Price Breakdown: Materials Including Paint	
Price Breakdown: Additional charges	
Return for Touch Ups or Corrections Included	Yes or No
Price Per Square Foot:	
Overall Total Price:	

## Dandridge Elementary School

Paint Brand, Primer, and Color	
Anticipated Completion Date or Days to Complete	
Coats of Paint Included: 1 Coat of Primer 2 Coats of Paint	Yes or No
Price Breakdown: Labor	
Price Breakdown: Materials Including Paint	
Price Breakdown: Additional charges	
Return for Touch Ups or Corrections Included	Yes or No
Price Per Square Foot:	
Overall Total Price:	

## New Market Elementary School

Paint Brand, Primer, and Color	
Anticipated Completion Date or Days to Complete	
Coats of Paint Included: 1 Coat of Primer 2 Coats of Paint	Yes or No
Price Breakdown: Labor	
Price Breakdown: Materials Including Paint	
Price Breakdown: Additional charges	
Return for Touch Ups or Corrections Included	Yes or No
Price Per Square Foot:	
Overall Total Price:	

## Overall Total Price for All Three Schools: White Pine, Dandridge Elementary, and New Market Elementary Schools

Total Price for all 3 Schools:	
Was a Discounted Offered for all 3 Schools:	Yes or No

## VENDOR INFORMATION SHEET

(Please fill out completely)

### Jefferson County Board of Education Exterior Painting Services for School Buildings

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

**Jefferson County Board of Education Exterior Painting Services for School Buildings**

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

**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. Jefferson 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

Jefferson County Board of Education Exterior Painting Services for School Buildings

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

Drug-Free Workplace Affidavit

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Jefferson County Government and Board of Education 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 \_\_\_\_\_.

Jefferson County Board of Education Exterior Painting Services for School Buildings

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 \_\_\_\_\_ )  
 ) 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 \_\_\_\_\_

**Jefferson County Board of Education Exterior Painting Services for School Buildings**

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

**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 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 \_\_\_\_\_

# BID ENVELOPE COVER SHEET

**Must Be Completed Entirely and Attached to Outside of Sealed Bid Envelope.**

**Project:**        **Jefferson County Board of Education Exterior Painting Services for School Buildings**

Jefferson County Finance Department  
P.O. Box 1749  
1244 Gay Street  
Dandridge, TN 37725

**Bid Opening Date & Time: Thursday, December 12, 2024, at 2:00pm (Eastern Time Zone)**

**Bids received after the above date and time will not be accepted.**

Bidder Name & Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TN License Number: \_\_\_\_\_ Limit: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Classification: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_ Email: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_