Invitation to Bid:

Jefferson County Justice Center
Interior Painting

ITB Issued: October 2, 2025

Bid Opening: Tuesday, October 28, 2025, at 2:00pm ET

Invitation to Bid: Jefferson County Justice Center Interior Painting

Jefferson County Purchasing Dept. will be accepting sealed bids for the **"Jefferson County Justice Center Interior Painting". A Mandatory Pre-Bid meeting will be held on October 10, 2025, at 10:00am ET at 765 Justice Center Drive Dandridge, TN 37725.** Full details of the bid, pre-bid meeting, specs, scope, and required documents can be found on the county website at www.jeffersoncountytn.gov/finance-department. Sealed bids should be clearly labeled **"JC Justice Center Interior Painting"** 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, Tuesday, October 28, 2025,** 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.

Jefferson County Purchasing Dept. is requesting bids from qualified vendors for **"Jefferson County (JC) Justice Center Interior Painting."** Sealed bids will be accepted until **October 28, 2025, at 2pm ET** at which time they will be opened publicly at the Jefferson County Finance Department Conference Room located at 1244 Gay Street Dandridge, TN 37725. Late bids will neither be considered nor returned. A **Mandatory Pre-Bid Meeting** will be held on **October 10, 2025, at 10:00am ET** at 765 Justice Center Drive Dandridge, TN 37725.

Mail Or Hand Deliver Bids To:

Jefferson County Finance Department
Attention: Julie Anglea, Purchasing Agent
PO Box 1749
1244 Gay St.
Dandridge, TN 37725

The Bid Envelope must be sealed, labeled with Bid Name, Opening Date, & Company Name

Section 1: General Terms and Conditions

1.1 INTENT: The intent of this solicitation is to select a qualified licensed vendor with the most competitive bid capable of providing painting services to the interior walls, ceilings, doors, and frames of the Jefferson County Justice Center. This will include Sections A (Court area) and Section B (Sheriff's Dept.), Juvenile Court area, Judges Chambers, Clerks and Courts area, Holding Cells, Courtroom, and Sheriff Dept. areas. Bidders must attend the Mandatory Pre-Bid meeting to submit bid proposal. Bidders must have knowledge of all applicable Tennessee standards, laws, and regulations, and maintain a level of quality & professionalism in providing Paint Services for the Jefferson County Justice Center. The awarded bidder and employees will be subject to background checks prior to starting work.

1.2 Timeline:

ITB Issued:	October 2, 2025
Mandatory Pre-Bid Meeting	October 10, 2025, 10:00am ET
Last Day for Questions	October 16, 2025, 4pm ET

Addendums (if applicable)	October 20, 2025, by 5pm ET
Bid Opening	October 28, 2025, at 2pm ET
Anticipated Start Date	As soon as possible
Expected Completion Date	December 2025

1.3 ADDITIONAL INFORMATION: Information about the Jefferson County Finance Department and ITB can be obtained on the Jefferson County website at www.jeffersoncountytn.gov/finance-department. Questions may be directed to Julie Anglea, Purchasing Agent at 865-397-4922 Ext. 2115 or by email at janglea@jeffersoncountytn.gov.

1.3.1 A Bid Bond equal to 10% of the bid is required on all construction bids as described in T.C.A. 62-6-129. This will be required for any bids exceeding $100,000.00. If the bid does not exceed $100,000.00 a bid bond will not be required.

1.3.2 A Payment Bond equal to 100% of a construction contract is required on all contracts above $100,000.00 as described in T.C.A. 12-4-201.

1.3.3 A Performance Bond equal to 100% of a contract is required on all construction contracts above $100,000.00. Contract with Contractor will not be signed until the performance bond is received from a Surety Company.

1.4 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Jefferson County for a period of one hundred eight (180) calendar days after the scheduled closing date of this ITB, unless otherwise indicated in their bid.

1.5 ALTERNATIVE BIDS: Jefferson County will not accept alternate bids (those not equal to specifications) unless authorized by Jefferson County and Purchasing Agent.

1.6 Declarative Statement: Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.7 Copies: Jefferson County prefers that submitted bids include two (2) copies marked original and copy.

1.8 Incurred Costs: Jefferson County will not be responsible for any costs incurred in the preparation, submission, nor to procure or contract for services.

1.9 Taxes: Jefferson County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.10 Multiple Bids: Jefferson County will consider multiple bids that meet specifications and best benefit Jefferson County's interests and needs.

1.11 ADDITIONS AND DELETIONS: Jefferson County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Jefferson County deems necessary. Any additions/deletions must be approved in writing by Jefferson County Finance Department prior to any changes in service.

1.12 BID DELIVERY: Jefferson County requires all bids to be submitted in sealed envelopes, addressed to the Jefferson County Finance Department and plainly marked with the name of the bid, date of bid, and time of the bid opening. Bids must be mailed or hand delivered. No bids will be accepted by fax or email. Bids will be opened at the specified time, and all bidders and other persons shall be invited to be present. Jefferson County will not be responsible for any lost or misdirect mail sent by common carriers. Jefferson County will not be responsible for bids delivered to addresses other than the one listed at the top of this solicitation. Any bid received after the time and date specified shall not be considered nor will it be returned. Any bid not sealed and/or not properly labeled will not be accepted. Any bid may be withdrawn prior to the scheduled bid opening time.

1.13 BIDDER OBLIGATION: Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this ITB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this ITB or to the Contract.

1.14 BID EVALUATION: In evaluating the bids, Jefferson County reserves the right to use any or all of the ideas submitted without limitation and to accept any, part, or all of the successful bid in selecting an operation which is judged to be in the best interest of Jefferson County. All materials submitted become the property of Jefferson County.

1.15 Signing of Proposals: In order to be considered all proposals must be signed. By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the document.

1.16 Term Bid Agreements: If this bid results in a term bid contract with the vendor, Jefferson County must receive all the general price decreases that other similar customers receive.

1.17 USE OF BID FORMS: Vendors must complete the requested forms contained in the bid proposal. Failure to complete requested forms may result in rejection of their bid.

1.18 Questions and Addendum: Vendors shall carefully examine the ITB and any addenda. Vendors are responsible for seeking clarification of any ambiguity, conflict, omission, or other errors in this ITB in writing. If the answer materially affects the ITB, the information will be incorporated into an addendum and provided to all bidders.

1.19 AWARD: Award will be made to the vendor(s) whose proposal is determined to be in the best interest of Jefferson County taking into consideration cost and other evaluation

criteria listed in the ITB. Anticipated award of contract (if any) should be made within 90 days of the submission deadline. All vendors submitting proposals shall be notified in writing by email of the final decision regarding contracted services. Jefferson County reserves the right to award this bid on a location basis, zone basis, item-by-item basis, an all or none basis, or by multiple awards, whichever is in the best interest of the County. Jefferson County reserves the right to not award this bid.

1.19.1 Jefferson County intends to make a "Best Value Award". Best Value means more than low bid. It includes the initial cost, service quality, and other evaluation criteria detailed herein.

1.20 CONTRACT EXECUTION: The award of this bid will result in a Contract between Jefferson County and the successful bidder(s).

1.21 REJECTION OF BIDS: Jefferson County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Jefferson County for the particular services proposed.

1.22 CHANGES AFTER AWARD: It is possible after awarded that Jefferson County may change its needs or requirements. Jefferson County reserves the right to make such changes after consultation with the Vendor(s). Should additional costs arise, Jefferson County reserves the right to consider accepting these charges provided the Vendor(s) can document the increased costs. Jefferson County also reserves the right to accept proposed service changes from the Vendor(s) if they will lower the cost to Jefferson County and/or provide improved service.

1.23 EXCEPTIONS TO SPECIFICATIONS: Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

1.24 INTERPRETATION: No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (Email) and will be answered in the form of an Addendum to the solicitation by the Jefferson County Finance Department.

1.25 Restrictive or Ambiguous Specifications: It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) packet and to notify the Jefferson County Finance Department Purchasing Agent if the specifications are formulated in a manner that

would unnecessarily restrict competition. Any such protest or question regarding specifications or bid procedures must be received in the Jefferson County Finance Department no later than **October 16, 2025, by 4pm ET**. These requirements also apply to specifications that are ambiguous.

1.26 Anticipated Contract Term: This contract may begin once awarded and agreement letter is signed. Expected completion of project, no later than December 2025.

1.27 VENDOR DEFAULT: Jefferson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should the vendor default be due to a failure to perform or because of a request for a price increase, Jefferson County reserves the right to remove the vendor from the County's bidder list for twenty-four (24) months.

1.28 WAIVING OF INFORMALITIES: Jefferson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Jefferson County.

1.29 CLOSURES: During periods of closure due to unforeseen circumstances in Jefferson County or closures at the direction of the Jefferson County Mayor and/or Jefferson County Finance Department will enact the following procedures in regard to solicitations and closures:

1.29.1 If the Mayor closes the administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.

1.29.2 Other unforeseen circumstances shall be at the sole discretion of the Jefferson County Finance Director.

1.29.3 Jefferson County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.30 COMMUNICATIONS: The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Vendor(s) have email capabilities.

1.31 COMPLIANCE WITH ALL APPLICABLE REGULATIONS: Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

1.32 CONTACT PERSONNEL: It shall be essential to the success of this Contract to develop a good working relationship with the Vendor(s). It is imperative that the Jefferson County account be handled efficiently and professionally. Jefferson County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Jefferson County account, the Vendor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

1.33 PRICING: Winning bidder will be responsible for maintaining contract rates and remain compliant with ITB and/or signed contract. Periodic reviews will be conducted to ensure compliance with rates and level of service.

Vendor(s) must submit proof of price increase. If a price increase is approved by the Jefferson County Finance Department and the requesting department the approval notification will be done in writing and the Vendor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

1.34 MOST FAVORABLE PRICING: Vendor(s) agrees to guarantee that Jefferson County will receive the best price offered by your company for similar services and products. If at any time during the Contract period your company offers a better price to another customer and prior notification of said price reduction is not properly communicated to Jefferson County, upon discovery, Jefferson County reserves the right to take any or all of the following actions:

1.34.1 Cancel the Contract, if it is currently in effect.

1.34.2 Determine the amount that the participating agency was overcharged and submit a request for payment from the Vendor for that amount.

1.35 Processing Time for Payment: Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.36 Proof of Financial and Business Capability: Bidders must, upon request, provide satisfactory evidence of the ability to furnish products or services in accordance with the terms and conditions of these specifications. Jefferson County will make the final determination as to the bidders' ability.

1.37 INVOICE DETAIL: Jefferson County is requesting invoices to show the following detail to help expedite review payment. The Vendor(s) may be required to modify invoicing procedures to show detail. All potential Vendor(s) are hereby cautioned that Jefferson County will only pay from original invoices and not facsimiles or copies. Invoices which do

not adhere to these details may be returned to the Vendor(s) may be asked to submit a sample copy of their invoice for review during evaluation of this ITB.

1.37.1 The invoice must show the amount due to the Vendor by Jefferson County.

1.37.2 The invoice must show an itemized detailed part and material count including: date(s) of service, location of service, type of part, the associated unit price for the material(s), part(s), and/or service(s) provided, and the total price for material(s), parts, and/or service(s) provided.

1.37.3 Invoices are to be original and uniquely pre-numbered.

1.37.4 Invoices should indicate PO number and/or Department ordering.

1.37.4 Invoicing Information is as follows:

Jefferson County Finance Department
Attention: County Accounts Payable
P.O. Box 1749
Dandridge, TN 37725

1.38 INVOICE REVIEW: Jefferson County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Vendor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Jefferson County receives the invoice.

1.39 INVOICE PROCEDURES: Jefferson County requests that invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Vendor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Jefferson County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices the specific department that desires to purchase from you.

Do not credit payments to any other department's account. Invoices must match the corresponding Purchase Order Number.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

1.40 REMOVAL OF VENDOR'S EMPLOYEES: The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Jefferson County may require that the successful vendor(s) be removed from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Jefferson County.

1.41 STATE LICENSING REQUIREMENTS: Vendors must be properly licensed, if applicable, by the State of Tennessee for the type of work requested and **must** submit a copy of the license with their bid. All licensing must be in accordance with the Tennessee Code Annotated. Tennessee requires all contractors and subcontractors to obtain proper licensing in order to bid on or negotiate for contracts valued at $25,000.00 and above. Projects under $25,000.00 do not require a contractor's license.

1.42 SUBMIT QUESTIONS: Prospective bidders may submit questions concerning this solicitation until **Thursday October 16, 2025 @ 4pm ET**. Submit questions as noted in Section 1.3. No questions will be answered after this deadline. Questions must not exceed 15 questions per company. Only the first 15 questions will be answered if it exceeds the limit. An addendum will be issued with answers to questions by **Monday October 20, 2025, by 5pm ET if applicable.**

1.43 NEWS RELEASES BY VENDORS: As a matter of policy, Jefferson County does not endorse the services of a Vendor. A Vendor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Jefferson County.

1.44 NO CONTACT POLICY: After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Jefferson County representative, other than the Jefferson County Finance Department representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.45 OFFER WITHDRAWAL: No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Jefferson County Finance Purchasing Department **prior** to the time set for the opening of the bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the ITB.

Section 2: Obligations, Rights, and Remedies

These terms and conditions shall be part of the contract. Jefferson County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 ALTERATIONS OR AMENDMENTS: No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Jefferson County without the prior written approval of the County.

2.2 APPROPRIATION: In the event no funds are 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.

2.3 ASSIGNMENT: Vendor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Jefferson County.

2.4 BOOKS AND RECORDS: Vendor 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. Such records shall include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 PUBLIC RECORDS ACT: Jefferson County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Jefferson County will comply with all legitimate requests.

2.6 CHILD LABOR: Vendor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.7 COMPLIANCE WITH ALL LAWS: Vendor 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.

2.8 DEFAULT: If Vendor fails 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. 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 bidding.

2.9 GOVERNING LAW: 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 Chancery Court and/or the Circuit Court of Jefferson County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

2.10 INCORPORATION: All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless Jefferson County, 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 Vendor, its subvendors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subvendors, suppliers, agents or employees.

2.12 Non-Collusion: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commence, or any other fraudulent act punishable under Tennessee or United States law.

2.13 TITLE VI OF THE CIVIL RIGHTS ACT: "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Jefferson County Government that all its services and activities be administered in conformance with the requirements of Title VI.

2.14 INDEPENDENT VENDOR: Vendor shall acknowledge that it and its employees serve as independent vendors and that Jefferson County shall not be responsible for any payment, insurance or incurred liability.

2.15 INSPECTION AND ACCEPTANCE: Warranty periods shall not commence until Jefferson County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Jefferson County. Jefferson County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Vendor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.16 IRAN DIVESTMENT ACT: 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. 2.14 LIMITATIONS OF LIABILITY: In no event shall Jefferson County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Jefferson County has been advised of the possibility of such damages.

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

2.18 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT: Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, 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 vendor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendor 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. Vendor covenants that it does not engage in any illegal employment practices.

The vendor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or the performance of its services. Vendor 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, sub-vendor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.19 ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.20 REMEDIES: Jefferson County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.21 RIGHT TO INSPECT: Jefferson County reserves the right to make periodic inspections of the manners and means the service is performed or the goods are supplied.

2.22 SEVERABILITY: If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.23 TAX COMPLIANCE: Vendor hereby acknowledges, by submission of its bid and signature, that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Jefferson County Finance Department.

2.24 TERMINATION: County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.25 WARRANTY: Vendor warrants to Jefferson County and participating entities that all items delivered, and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Vendor extends to Jefferson County all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at the vendor's expense.

2.26 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subvendor under a contract to the prime vendor or higher tier subvendor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a vendor or subvendor under Jefferson County contracts.

2.27 INSURANCE: The successful vendor must carry insurance. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must provide proof of insurance and submit it with the bid. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Jefferson County, Tennessee as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with the Jefferson County Finance Department as long as the Contract is in effect.

2.28 LIABILITY: All collected material/products shall become the liability of the Vendor immediately upon the Vendor's handling of collected products and continuing thereafter. The Vendor must agree to indemnify, defend and hold Jefferson County harmless from all liability arising from the transporting, storing, recycling, reclaiming, re-fining or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.

2.29 POSSESSION OF WEAPONS: All vendors and their employees and their agents are prohibited from possessing any weapons on Jefferson County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, the vendor must provide personnel who are bonded to bear said weaponry.

Section 3: SCOPE OF WORK & SERVICES

- Painting of interior walls, ceilings, hollow doors, and frames of Section A & B including Sheriff area, Juvenile Court area, Judges Chambers, Clerks and Courts area, Holding Cells, and Courtrooms.
- Repair and sand all walls and ceiling drywalls as needed.
- Sand and prime all Hollow Metal Doors and Frames.
- **1 Coat Latex Primer Sealer**
- **2 Coat Acrylic Latex Paint**
- Paint colors will be chosen and approved by Jefferson County Administration.
- Acceptable paint manufacturers include but are not limited to Sherwin Williams, Pittsburgh Paints, Benjamin Moore, or approved equivalent.
- Contractor is responsible for moving all unattached furniture and boxes.
- Contractor shall protect all surrounding surfaces including floor, glass, furniture, and all other surfaces NOT being painted from spills, splatters, and overspray.
- Contractor shall always maintain clean and safe working environment.
- All wall hangings and computer equipment will be moved by owner.
- Work to be completed after hours, nights, and weekends.
- Employee background checks will be required.

Section 4: Contractor Responsibilities:

- **Contractor is responsible for all equipment rental needs if necessary.**
- **Contractor is responsible for moving all unattached furniture and boxes.**
- **Contractor is responsible for protecting all surfaces floor, glass, furniture, etc. from spills, splatters, drips, and overspray.**
- **Contractor is responsible for coordinating with administrators to perform work after hours, nights, and weekends.**
- **Contractor is responsible for completing paint areas in a timely manner as normal services in the Justice Center will continue during normal work hours M-F/8-5pm.**
- **Contractor is responsible for maintaining a safe working environment.**
- **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.**
- **Contractor shall be properly licensed painting contractor under existing Federal, State, and Local Laws and be qualified to perform the job as contained in the scope of work. Contractors shall have a valid Tennessee license that enables them to procure all required permits and complete all work as specified herein and required by law.**
- **Contractors shall provide all labor, materials, equipment, tools, vehicles, travel, licenses, insurances, permits, and incidentals for the interior painting in accordance with the terms and conditions, ITB, and Scope of Work.**
- **Contractors shall maintain safeguards while work is ongoing and secure the site prior to leaving at the end of each day.**

Section 5: Checklist

- Please include the following documents with bid packet:
    - Vendor Form A
    - State License
    - Insurance & Liability
    - Iran Divestment Act Form B
    - Title VI Compliance Form C
    - Non-Collusion Form D
    - Drug-Free Workplace Affidavit Form E
    - No Contact/No Advocacy Affidavit Form F
    - Addendums Received (if applicable) Form G
    - Bid Price Sheet
    - Sign Bid Documents
    - Mail or hand deliver sealed bid to Jefferson County Finance Dept.
    - Properly Seal and Label envelope as described in ITB.
    - ***Pages one (1) through Sixteen (16) Do Not need to be included in bid packet***

Vendor Information Sheet- Form A

Company Name:_____

Company Address:_____

Billing Address:_____

Contact Name:_____

Phone Number:_____

Email Address:_____

List of References (List at least 3 references)

_____
_____
_____
_____
_____

Signature:_____**Title:**_____**Date:**_____

Print Name:_____**Title:**_____

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. By signing and submitting this bid, the vendor acknowledges that they have read, understand, and agree to all aspects of the specifications and bid requirements as presented without reservation or alteration. This bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Tennessee. Prices are firm during this agreement term, unless agreed upon in writing by the County.



Iran Divestment Act Affidavit- Form B

Iran Divestment Act Affidavit as per Tennessee Code Annotated, Title 12, and effective July 1, 2016: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to 12-12-106.

Authorized Signature:_____Date:_____

Date Bid Submitted:_____

Title:_____

Company Name:_____

Address:_____

Phone Number:_____

Email Address:_____

Title VI Contract Assurance- Form C

It is the policy of Jefferson County Government not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring practices; or in admission to, access to, or operation of its programs services or activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Please print: _____

Vendor Name

_____

Street Address

City State Zip Code

_____ _____

Pone Number Email

I, _____, hereby agree to abide by

the Title VI Regulations. Signature

Date _____

For Title VI compliance, we ask for voluntary disclosure of the following information:

Ownership Type
(please check all that apply)

___ African American Owned Business
___ Women Minority Owned Business
__ Native American Owned Business
___ Hispanic Owned Business
__ Asian Owned Business
__ Disabled Owned Business
__ All Others

NON-COLLUSION AFFIDAVIT- Form D

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

1) He/She is _____of_____, the bidder that has submitted the attached proposal;

2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3) Such proposal is genuine and is not a collusive or sham proposal;

4) Neither the said bidder nor any of its officers, partners owners, agents, representatives, employees or partied in interest, including this affiant, has in any way colluded, conspired, connived or agree, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached proposal has been submitted or to retain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder frim or person to fix the price of prices in the attached proposal, or of any other bidder, or to fix any overhead, profit or cost element or the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County or any person interested in the proposed contract; and

5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

(Signature)_____.

(Title)_____

(Date)_____

Drug-Free Workplace Affidavit- Form E

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

No Contact/No Advocacy Affidavit- Form F

State of _____

County of _____

_____, being first duly sworn, deposes and says that:
(1) He/She is the owner, partner, officer, representative, or agent of _____ _____, the Proposer that has submitted the attached Proposal;
(2) The Proposer _____ swears or affirms that he/she will abide by the following "No Contact" and "No Advocacy" clauses:

a) **NO CONTACT POLICY: After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any Jefferson County representative concerning this proposal is strictly prohibited, unless such contact is made with the Jefferson County Purchasing Agent. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.**

b) **NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to Jefferson County staff including, but not limited to, members of Jefferson County Commission, Jefferson County Office of the Mayor, Jefferson County School Board or any other Jefferson County staff.**

Any company and/or individual who does not comply with the above stated "No Contact" and "NO Advocating" policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___
_____, Notary Public
My Commission expires: _____

Addendum Acknowledgement (If applicable) Form G

If applicable, please complete and return this with ITB response.

I the undersigned acknowledge the receipt of the following addenda to this solicitation.

Addendum #1- Date Received_____

Addendum #2- Date Received_____

Addendum #3- Date Received_____

Addendum #4- Date Received_____

Signature_____

Title_____

Firm/Vendor_____

Email_____

Phone Number_____

Bid Price Sheet

Jefferson County Justice Center Interior Painting

Paint Brand, Primer, and Color	
Anticipated Completion Date or Days to Complete	
Coats of Paint Included: Coats of Primer: Coats of Paint:	 Yes or No How many?_____ Yes or No How many?_____
Price Breakdown: Labor	
Price Breakdown: Materials Including Paint	
Price Breakdown: Equipment Rentals (if applicable)	
Price Breakdown: Additional Charges	
Return for Touch Ups or Corrections Included	Yes or No
Price Per Square Foot:	
Overall Total Price (including material, labor, equipment, additional charges, etc):	