

GENERAL TERMS AND CONDITIONS:

- A. All pricing must be completed on bid sheets provided. Bidder must quote on each job individually.
- B. Paint after approval by the Warren County Board of Education and County Management Committee can start on (Date: October 5, 2019 and completed by October 12, 2019).
- C. Bidder shall submit a list of five (5) references for projects completed. References shall be for projects of similar size. References shall include: company name, address, telephone number, contact name, email address, and date project was completed.
- D. Warranty: One (1) full year labor and material (Manufacturer's Standard) warranty. Warranty shall include all labor, material and equipment required to complete the project. Warranty period shall begin from the date of acceptance by Warren County Schools.
- E. Successful bidder shall furnish all labor, materials, tools, and equipment for a complete repainting job.
- F. Work to be performed during normal working hours (7:00 A.M.-3:30 P.M.) Monday-Friday. If extended work hours are requested by successful vendor, any additional expense, such as School System personnel, will be at the contractor's expense. Extended work hours must be approved by Owner.
- G. All work should be performed in a neat and workman like manner. Any and all cleanup of debris and split paint is the responsibility of the painting contractor.
- H. The successful vendor shall be a licensed contractor in the State of Tennessee and shall meet all necessary legal requirements for conducting business with the Warren County Schools. (If project is over \$25,000).
- I. If at any time Warren County Schools is dissatisfied with the quality of service provided, a written notice of the specific problem(s) will be furnished to the vendor by certified letter. If the problem is not corrected to the satisfaction of Warren County Schools within thirty (30) days of this written notice, this entire contract may be unilaterally terminated by Warren County Schools with no further obligation on the part of Warren County Schools.
- J. Warren County Schools reserves the right to award this bid by line item, groups of items or the entire list of items (Lump Sum Total), at each school site, whichever is deemed to be in the best interest of Warren County Schools.
- K. Warren County Schools reserves the right to request any additional information deemed necessary in the evaluation of this bid. Requested information shall be submitted within five (5) business days from date of request.
- L. All price quotations and related materials must be received in a sealed envelope. Time, date and nature of bid must be clearly marked on face of sealed envelope.

M. The successful proposer must carry insurance as specified and must be submitted within five (5) business days from date of request.

1. Worker's compensation coverage in accordance with the statutory requirement and limits of the State of Tennessee.
2. Comprehensive General Liability Insurance for bodily injury (including death) and Property Damage Insurance of \$1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee
3. Comprehensive automobile liability insurance covering owned, hired and non-owned vehicles with a minimum of Bodily and Property damage of \$1,000,000.00 each accident, combined single limit from a company licensed to write insurance policies in the State of Tennessee
4. Excess or umbrella insurance of \$1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee Warren County Schools shall be supplied satisfactory proof of coverage of the above required insurance. In addition, the School Districts shall be conspicuously named on the Certificate of Insurance as an additional insured on Auto, GL, and Excess Policies.

T. The successful bidder agrees that they will function as an independent contractor and agrees to indemnify and hold harmless Warren County Schools, its Board Members, employees, and agents for any and all claims that may arise out of its duties contracted for pursuant to this bid.

U. By agreeing to provide goods or services to any school within the School Districts, you are attesting that you are aware of your obligations under T.C.A. 49-5-413(d) to ensure that all of your employees who have direct contact with students of the School Districts or to children in the School Districts' child care program or who have access to the grounds of any School District when children are present have done the following:

- (1) Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with the School District's children or entering the grounds of the School District;
- (2) Successfully passed the aforementioned criminal history records check. If the criminal history records check indicates that the employee has been convicted of an offense that, if committed on or after bid date acceptance, is classified as a sexual offense in the T.C.A. 40-39-202(17) or a violent sexual offender in the T.C.A. 40-39-202(25) the employee may not enter the grounds of the School Districts or have direct contact with students of the School Districts or to children in the School Districts child care program.

The proposer also agrees that if one of your employees commits a sexual offense as defined in 40-39-202 or violent sexual offense as defined in 40-39-202 after you have conducted your initial criminal history check on such employee, said employee will notify you of the offense and you will subsequently not permit that employee to have contact with students of the School Districts or to children in a School District's child care program or to enter the grounds of the School Districts. You also agree and understand that your failure to satisfy all of the requirements of T.C.A. 40-39-202(17) will be deemed to be a material breach of this contract which could subject you to breach of contract damages.

V. Warren County Schools reserves the right to require a Performance, Materials and Labor Bond from the successful bidder. In such an event the document cost for the Performance, Materials and Labor Bond will be reimbursed to the successful proposer. If a notarized Performance, Materials and Labor Bond is required by the Owner the notarized Performance, Materials and Labor Bond must be from an insurance company licensed in the State of Tennessee for 100% of the contract amount awarded.

W. Successful bidder must supply manufacturer's Safety Data Sheets (SDS) on all products where applicable, prior to start of work.

X. Warren County Schools has the right at its discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond Warren County Schools' control.

General Paint Bid Specifications

1. It is the intention of these specifications to have all existing painted surfaces repainted. All paint shall be applied at the manufacturer's recommended mil thickness per coat. In any case, the application shall be sufficiently heavy to achieve pleasingly uniform color and lucid effect.
2. Warren County Schools' representative shall review the first finished room, space, etc. and when applicable, shall be used as project standard for each color scheme.
3. All paints shall be delivered to the job mixed and shall not be thinned on the job.
4. Contractors shall furnish all labor, materials, tools and equipment necessary for a complete repainting job.
5. All paint shall be applied by brush or roller except where other applications are permitted in writing by Warren County Schools.
6. All previously painted areas shall be repainted. All articles affixed to walls from staff removed by painting contractor, and protected from any paint and shall be replaced after completing painting of that area. All electrical devices plates shall be removed stored carefully and replaced after paint has dried.
7. MOVEMENT OF FURNISHINGS. The use of adequate drop cloths is encouraged. Facilities that have been damaged by the Contractor's operation shall be subject to replacement at his expense. Moveable items such as desks, tables, bookcases, chairs, file cabinets, etc. will be moved to the center of each area by the Contractor's personnel. Any computers to be moved shall be pulled away from the wall only as far as connections will allow. If this is not sufficient area to allow for work, then the computers shall be disconnected, moved, and reconnected by Warren County School's personnel.
8. Color shall be selected and approved by Warren County Schools. Color of existing room or area shall be painted same color. No color changes.
9. It shall be the responsibility of the contractor to provide approved storage for materials and equipment at a location approved by Owner. NO PAINT, MATERIALS OR EQUIPMENT SHALL BE STORED WITHIN ANY WARREN COUNTY SCHOOL BUILDING.
10. All staging, scaffolds, ladders, etc. shall be maintained at all times in a manner to meet OSHA Safety Requirements and not be a hazard to Warren County Schools' personnel. Adequate exits from all buildings shall be maintained in all areas to meet Fire Marshal's regulations.
11. All non-painted areas, such as scrubs, floors, glass, doors, etc. shall be protected. Upon completion of work, the contractor shall remove all splattering and remove all paint-related rubbish from premises. The paint contractor shall be held responsible for any related damages.
12. Remove any scaling with wire brush or sand paper and spot prime or block fill then add finish coat.
13. Paint all walls with one finish coat per product specifications or until properly covered.
14. Neatly cut-in around any wall graphics to create appearance that no painting has been done.

15. Check all walls for loose paint or caulking. Clean by wire brush. Spot prime with block filler, if necessary. Caulk any open mortar joint.

16. Equal products of the following manufacturers may be used subject to the approval of the Maintenance Director.

1. Benjamin-Moore and Company.
2. Pratt and Lambert.
3. Pittsburgh Plate Glass Co.
4. Rust-Oleum Corporation.
5. Tnemec
6. Sherman Williams

- *Warren County Schools typically uses a four (4) color system-wide paint color scheme.*
Sherwin Williams color scheme 1641
Sherwin Williams color scheme
Sherwin William color scheme
Sherwin Williams color scheme

17. VOC Content of Interior Paints and Coatings: Provide products that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Flat Paints, Coatings, and Primers: VOC content of not more than 96 g/L.
2. Semi-Gloss Latex Enamel: VOC content of not more than 250 g/L.

18. School Principal will be your contact person to assigned schedule date(s) for room(s) or other areas to be painted. School Principal is responsible for approving these dates and to inform the teacher or person that is assigned to that area or room to know when painting.

Warren County Middle School: 200 Caldwell St McMinnville		
N0.	Room Number/Area	Cost To Paint (Material/Labor)
1	RA Gym *** Match color***	
2		
3		
4		
5		
6		
7		
8		
9		
10		

Warren County High School: 199 Pioneer Drive: McMinnville, TN		
N0.	Room Number/Area	Cost To Paint (Material/Labor)
1	Classroom 104	
2	Classroom 106	
3	Classroom 107	
4	Classroom 112 *** color DTM 795 ***	
5	Classroom 108 All rooms	
6	Classroom 110	
7	Classroom 109	
8	Classroom 114	
9	Classroom 105	
10	Classroom 103	

West Elementary School: 400 Clark Blvd: McMinnville, TN		
N0.	Room Number/Area	Cost To Paint (Material/Labor)
1	26	
2	24	
3	23	
4	21 *** color DTM 1123 ***	
5	22 All rooms	
6	20	
7	19	
8	17	
9	18	
10	16	

Hickory Creek Elementary School: Pioneer Drive: McMinnville TN		
N0.	Room Number/Area	Cost To Paint (Material/Labor)
1	Classroom 41	
2	Classroom 43	
3	Classroom 40	
4	Classroom 42 ***color DTM 999 ***	
5	Classroom 45 All Rooms	
6	Classroom 47	
7	Classroom 46	
8	Classroom 44	
9	Classroom 55	
10	Classroom 53	

The Warren County Schools reserves the rights to accept or reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the Warren County Schools.