

***Bid Package
For
Repaint Community Center Gymnasium***

City of Pigeon Forge



***Bid Opening: Monday, May 3, 2021
2:00 PM***

***City of Pigeon Forge
Department of Parks & Recreation
170 Community Center Drive
Pigeon Forge, Tennessee 37863
(865) 429-7373***

City of Pigeon Forge



NOTICE TO BID

The City of Pigeon Forge is accepting sealed bids to repaint the Pigeon Forge Community Center Gymnasium.

Specifications may be obtained at www.cityofpigeonforge.com or from the Department of Parks and Recreation office located in the Pigeon Forge Community Center, 170 Community Center Drive, Pigeon Forge TN, 37863. Questions should be referred to Alan Loy, Building Maintenance Supervisor, at 865-850-4728.

Bids shall be received until 2:00 PM on Monday, May 3, 2021, at which time they will be publicly opened and read aloud in the conference room of the Pigeon Forge Community Center. Bids must be sealed with bidder's name, address, bid opening time and date, and the quotation "**Bid: Repaint Community Center Gymnasium**" stated plainly on the outside. **Bids should be mailed to:**

**Department of Parks and Recreation
Attn: Alan Loy, Building Maintenance Supervisor
170 Community Center Drive
Pigeon Forge, TN 37863**

No bid may be withdrawn for thirty (30) days.

The City of Pigeon Forge reserves the right to waive any and all informalities that are in the best interest of the City, to accept or reject any bid and/or any part thereof, and to accept the bid deemed in the best interest of the City of Pigeon Forge. The City of Pigeon Forge is an EOE and complies with ADA and Title VI.

Each bidder must complete and sign the Bid Tabulation Sheet.

GENERAL PROVISIONS

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Parks and Recreation Department until but no later than 2:00 PM on Monday, May 3, 2021, and then publicly opened.

Prices quoted shall not include sales taxes. The successful bidder shall be provided a tax exemption form, if required, with their city payment.

Any additions, deletions, or variations from the following specifications must be noted.

Upon completion, inspection of the product and installation will be made by an agent of the City of Pigeon Forge, and if found defective or fails in any way to meet the terms of this agreement, funds may be withheld until corrections are made.

All technical specifications on any alternate must accompany bid.

No bid can be withdrawn after the scheduled closing time for receipt of bids for thirty (30) calendar days.

City of Pigeon Forge requests the contractor purchase and maintain in force, such insurance as will protect him and the City from claims which may arise out of, or result for the execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The contractor shall furnish a copy of the original certificate of insurance to the City of Pigeon Forge.

To be considered, your bid must be submitted on a copy of the "Bid Tabulation Sheet". Bidders shall sign this form in the space provided and return with bid document to: Department of Parks and Recreation, 170 Community Center Drive, Pigeon Forge, TN 37863. Bids shall be returned in a bid envelope sealed with bidder's name, address, bid opening time and date, and the quotation "**Bid: Repaint Community Center Gymnasium**" clearly marked on the outside of the envelope. Bids will not be accepted via fax machine or e-mail.

Time is of the essence and bids received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the date and time stamped at the Department of Parks and Recreation. Bidders are responsible for deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from any future bid/vendor list.

PIGEON FORGE COMMUNITY CENTER GYMNASIUM

PAINT PROJECT SPECIFICATIONS

EQUIVALENT BIDS: WHEN BRAND OR TRADE NAMES ARE USED IN THE BID INVITATION, IT IS FOR THE PURPOSE OF ITEM IDENTIFICATIONS AND TO ESTABLISH STANDARDS FOR QUALITY, STYLE AND FEATURES. BIDS ON EQUIVALENT ITEMS OF SUBSTANTIALLY THE SAME QUALITY, STYLE AND FEATURES ARE INVITED UNLESS ITEMS ARE MARKED "NO SUBSTITUTE". EQUIVALENT BIDS MUST BE ACCOMPANIED BY DESCRIPTIVE LITERATURE AND/OR SPECIFICATIONS TO RECEIVE CONSIDERATION. DEMONSTRATIONS AND/OR SAMPLES MAY BE REQUIRED AND WILL BE SUPPLIED AT NO CHARGE TO THE CITY.

INSURANCE: THE CONTRACTOR SHALL PROCURE, MAINTAIN, AND PROVIDE PROOF OF INSURANCE COVERAGE FOR INJURIES TO PERSONS AND/OR PROPERTY DAMAGE AS MAY ARISE FROM OR IN CONJUNCTION WITH, THE WORK PERFORMED ON BEHALF OF THE CITY BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS AT THEIR OWN EXPENSE. PROOF OF COVERAGE SHALL BE SUBMITTED PRIOR TO ENTERING INTO THE CONTRACT AND SUCH COVERAGE SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT PERIOD.

NEW MATERIALS, SUPPLIES OR EQUIPMENT: UNLESS OTHERWISE SPECIFIED, ALL MATERIALS, SUPPLIES OR EQUIPMENT OFFERED BY A BIDDER WILL BE NEW, UNUSED, OF RECENT MANUFACTURE, FIRST CLASS IN EVERY RESPECT, AND SUITABLE FOR THEIR INTENDED PURPOSE.

WARRANTY: SUPPLIES OR SERVICES FURNISHED AS A RESULT OF THIS BID WILL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES, EXPRESSED OR IMPLIED, THAT THE BIDDER AND/OR MANUFACTURER GIVES TO ANY CUSTOMER THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO THE CITY BY ANY OTHER CLAUSE OF THIS BID. THE CITY RESERVES THE RIGHT TO REQUEST FROM BIDDERS A SEPARATE MANUFACTURER CERTIFICATION OF ALL STATEMENTS MADE IN THIS PROPOSAL. ALL WORKMANSHIP SHALL BE WARRANTIED FOR ONE YEAR.

METHOD OF AWARD AND NOTIFICATION: BIDS WILL BE ANALYZED AND THE AWARD MADE TO THE LOWEST, BEST, RESPONSIVE AND RESPONSIBLE BIDDER(S) WHOSE BID CONFORMS TO THE SPECIFICATIONS AND WHOSE BID IS CONSIDERED TO BE THE BEST VALUE IN THE OPINION OF THE CITY. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND ANY PART OF A BID; TO WAIVE INFORMALITIES, TECHNICAL DEFECTS, AND MINOR IRREGULARITIES IN BIDS RECEIVED AND TO AWARD BID ON AN ITEM BY ITEM BASIS, BY SPECIFIED GROUPS OF ITEMS OR TO CONSIDER BIDS SUBMITTED ON "ALL OR NOTHING" BASIS IF THE BID IS CLEARLY DESIGNED AS SUCH OR WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.

DELIVERY TERMS: ALL DELIVERIES WILL BE FOB DESTINATION. ALL FREIGHT CHARGES WILL BE INCLUDED IN THE BID PRICE.

DAMAGED AND/OR LATE SHIPMENT: THE CITY HAS NO OBLIGATION TO ACCEPT DAMAGED SHIPMENTS AND RESERVES THE RIGHT TO RETURN AT THE CONTRACTOR'S EXPENSE DAMAGED MERCHANDISE EVEN THOUGH THE DAMAGE WAS NOT APPARENT OR DISCOVERED UNTIL AFTER RECEIPT OF THE ITEMS. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE CITY BUILDING MAINTENANCE SUPERVISOR OF ANY LATE OR DELAYED SHIPMENTS. THE CITY RESERVES THE RIGHT TO CANCEL ALL OR ANY PART OF AN ORDER IF THE SHIPMENT IS NOT MADE AS PROMISED.

SAFETY: ALL PRACTICES, MATERIALS, SUPPLIES, AND EQUIPMENT WILL COMPLY WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT, AS WELL AS ANY PERTINENT FEDERAL, STATE AND/OR LOCAL SAFETY OR ENVIRONMENTAL CODES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE MATERIAL SAFETY DATA SHEETS FOR PRODUCT(S) REQUIRING THE SAME.

DISCLAIMER OF LIABILITY: THE CITY NOR ANY OF ITS AGENCIES, WILL NOT HOLD HARMLESS OR INDEMNIFY ANY BIDDER FOR ANY LIABILITY WHATSOEVER.

HOLD HARMLESS: THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY OF PIGEON FORGE, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COSTS CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TENNESSEE AND THE CITY OF PIGEON FORGE.

ANTI-DISCRIMINATION CLAUSE: NO BIDDER ON THIS REQUEST WILL IN ANY WAY, DIRECTLY OR INDIRECTLY, DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, HANDICAP, SEX, NATIONAL ORIGIN, OR RELIGIOUS CREED.

INSURANCE REQUIREMENTS

Vendor shall provide and maintain throughout their performance under this contract, insurance in the following minimum requirements. Automobile insurance shall cover all vehicles owned, hired or non-owned, operated by/or on behalf of the contractor in the performance of this contract.

- A. General Public Liability and Property Damage \$1,000,000 per occurrence
- B. Bodily Injury \$1,000,000 per occurrence
- C. Automobile Liability \$1,000,000 per occurrence
- D. Workers' compensation Tennessee Statutory Limit

Prior to start of work, a Certificate of Insurance shall be furnished to the Purchasing Department as evidence of the existence of such insurance. Certificates shall contain provision for a thirty (30) day prior written notice of cancellation or material change and directed to City of Pigeon Forge Building Maintenance Department, 170 Community Center Drive, Pigeon Forge, Tennessee 37868.

SCOPE OF WORK

The scope of work for this bid shall consist of prepping and painting the interior of the gym and walking track area for the City of Pigeon Forge, located at 170 Community Center Drive, Pigeon Forge, TN, 37863.

Painting shall include but not limited to, all interior block walls, all sheetrock including ceiling, beams and vertical surround areas that transition to drop ceiling, all metal window and door frames and trim, metal walking track support decking, metal walking track hand rail, metal doors, etc.

THE FOLLOWING MEASUREMENTS ARE APPROXIMATIONS AND THE CITY OF PIGEON FORGE HIGHLY RECOMMENDS THE BIDDING PARTY TO VISIT PROJECT SITE PRIOR TO ENTERING A BID.(CONTACT ALAN LOY (865-850-4728) FOR APPOINTMENT)

Gym – approx. 105' wide x 194' long x 30' high

Block area- approx. 14,000 square feet

Drywall area- approx. 12,000 square feet

All metal doors, window and door trim

Paint – Equal to or better than

BLOCK SURFACES

Sherwin Williams- Loxon Block Surfacer

Sherwin Williams – Pro Industrial Pre-Catalyzed Waterbased Epoxy – K46-150 – Semi-Gloss

DRYWALL SURFACES

Sherwin Williams ProMar 200 Zero V.O.C. Latex Primer

Sherwin Williams ProMar 200 Zero V.O.C. – B31-2600 Series – Interior Latex Semi-Gloss

METAL SURFACES

Sherwin Williams- Pro Industrial Pro-Cryl Primer

Sherwin Williams- Pro Industrial Waterbased Alkyd Urethane Enamel – B53-1151- Semi-Gloss

COATS OF PAINT: Unless otherwise specified, the contractor shall apply one coat of primer and two coats of finish to each of the areas listed above.

COLOR OF PAINT: The City shall pick the color of paint to be applied. Samples shall be provided to the City for selection.

The specifications herein shall be considered minimum standards to be met by the Contractor and/or the material suppliers.

Contractor agrees to furnish all labor, supervision, equipment, scaffolding, materials, tools, supplies, and transportation necessary for the proper execution and completion of interior painting services as specified, for the City. Materials and services provided by the Contractor shall comply with all current Federal, State, local and municipal laws, ordinances and rules and regulations. All painting services shall meet these specifications.

CONTRACTOR'S WARRANTY

Unless otherwise agreed upon, the painting contractor shall be expected to issue a one (1) year warranty on any work performed. Warranty will be stated on contractors invoice.

PROTECTION

The Contractor shall be responsible and use utmost care in the protection of the occupant's property; including all screens, windows, walkways, shrubbery, parked vehicles, gymnasium floor, gymnasium equipment, and any other property in the area, from paint and/or other damage. All oversprays, paint splatter, or brush marks will be removed. If damage cannot be simply removed the contractor will be held responsible for the cost of repairs.

Extreme care shall be taken to safeguard all existing facilities, site amenities, building structures, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

While performing painting services for the City on this contract, contractor shall protect city property and adjacent property, buildings, etc. Contractor shall be held responsible for any damages caused by Contractor's employees and/or sub-contractors to City property or any adjacent property, buildings, etc.

Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the City's satisfaction at the Contractor's expense.

It shall be the responsibility of the Contractor to report to the Project Manager or his designee any damage found prior to any work at job sites.

The Contractor shall be entirely responsible for any loss or damage to its own materials, supplies and equipment, and to the personal property of its employees while they are maintained on the work sites.

Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destruction or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb city property or use City phones, equipment, facilities and the like, except as authorized.

SAFETY

All Federal, State, City and local codes, rules and regulations concerning safety will be adhered to by the painting contractor.

Contractor shall be responsible for assuring the safety of his employees, City employees and the general public during performance of all services under this contract.

Contractor shall assure that all crews are fully and properly equipped to perform services promptly and safely without delay.

Good housekeeping is a must at all times and shall be maintained on a daily basis.

Contractor shall pay and furnish for all means of removing all soiled or used rags, waste and trash from City facilities generated by any painting service work.

Possession and consumption of drugs or alcoholic beverages is strictly prohibited at all times at the job sites and on or around the City's property.

Work may be temporarily stopped by the Project Manager or his designated representative due to severe weather, lack of material, safety violations, or other unforeseen circumstances.

JOB CONDITIONS

Comply with manufacturer's recommendations as to environmental conditions under which coatings can be applied.

Do not apply coatings in areas where dust is being generated.

Provide "Wet Paint" signs to protect newly painted surfaces.

Contractors may be required to submit MSDS sheets upon request.

SURFACE PREPARATION

Contractor shall be responsible for the proper preparation of surfaces prior to painting which may include scraping/sanding of all loose or scaly paint as well as cleaning areas (i.e. jambs, door facing, supports structures, etc.) where accumulations of dirt, grease, or grime may prevent proper paint adhesion.

Follow all warnings and recommendations of the paint manufacturer regarding surface preparation.

To avoid a non-uniform appearance of the final coat, prime coat the entire surface rather than spot priming.

PAINT APPLICATION

Contractor shall store, handle, and apply all materials according to Manufacturer's specifications, and in compliance with all applicable government regulations.

Install materials in accordance with manufacturer's instructions. Install material in proper relation with adjacent construction and with uniform appearance. Clean and prime area as recommended by manufacturer.

Contractor shall provide all equipment necessary, including electricity and water if not available on site, to safely accomplish all work.

All coating applications or mixing, thinning of material must be performed in accordance with the manufacturer specifications.

All paints shall be thoroughly stirred before removal from the containers and shall be kept stirred while used.

All paint in any one-paint coat shall be hard and dry through the entire paint film before the next coat is applied. In no case shall the elapsed time between the applications of the successive coats of paint to any surface be less than that recommended by the paint manufacturer. **Please refer to the number of coats of paint specified in the specifications.**

The rate of coverage per gallon for the paint to be applied shall not exceed the maximum rate recommended by its manufacturer.

All coated surfaces shall be free of all dust, dirt, and contamination before succeeding coats are applied as per manufacturer's specifications.

Only skilled painters shall be used on the work to insure finished surfaces shall not show brush marks or other irregularities. All coats shall have uniform thickness and be free of runs, drips, sags, bubbles, pinholes, ridges, laps, and variations in color or texture.

Separate coats shall conform to the dry film thickness specified and shall have a distinguishable color difference from the preceding or subsequent coats.

CLEAN-UP AND PRECAUTIONS

Remove any residual paint from areas that were not painted; i.e. window glass. All rubbish accumulated from the job shall be removed from the City's premises by the Contractor at his expense. No trash, paint buckets or other debris is to be placed in City dumpsters or other trash facilities belonging to City.

The set up area is to be protected from damage to surface of grounds. Extra precaution should be taken as not to damage surrounding building walls, landscaping, parking lots, and sidewalks.

Contractor and Contractor employees shall prevent accidental spilling of paint materials and in the event of such spill, immediately remove all spilled materials and clean to the original condition prior to this spillage.

All cleaner, primer, and paint materials shall be used according to manufacturer's limitations of use, directions of use, precautions, dilution ratio, minimum dry time, surface preparation, and other specification. All clean-up requirements will be completed before payment is made for a job.

BID TABULATION SHEET

RETURN THIS SHEET WITH BID

We understand that all prices stated do include delivery. Any deviations from the specifications are to be noted. We understand that this bid may not be withdrawn for thirty (30) days.

Total Bid to **Repaint Community Center Gymnasium:**

\$ _____

Signed: _____

_____	_____	
NAME (PRINT)	DATE	

TITLE		
_____	_____	
COMPANY NAME	TELEPHONE NUMBER	

ADDRESS		

CITY	STATE	ZIP

Alternates:
