



**H. Councill Trenholm State Community College**  
**1225 Air Base Blvd.**  
**Post Office 10048**  
**Montgomery, Al. 36108**  
**(334) 420-4200**

**Bid Invitation #834**  
**Patterson Site Bldg. Q - Interior Floor Paint**

H. Councill Trenholm State Community College (TSCC) will receive sealed bids in its Business Office until **2:00 p.m. April 12, 2022**, for the items described in the bid invitation. Bids will be publicly opened and evaluated for the best value proposal as soon thereafter as practical. All bids received by TSCC are subject to approval of purchase by the Alabama Community College Board of Trustees.

Submit bid proposal to:

Trenholm State Community College  
**Business Office**  
**Mr. Brian Harrison**  
**Associate Director of Financial Services**  
**Post Office Box 10048**  
**Montgomery, Al. 36108**

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**All signed and notarized certificates and completed and signed forms and statements must be returned with bid.** Alabama Law (Act 2001-955) requires us to have on file a Disclosure Statement from vendors for bids and contracts in excess of \$5,000 during a year.

## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

In accordance with Act No. 2001-637, when state funds are used to fund a contract, preference must be given to resident contractors. Resident contractors must be granted preference to nonresidents in awarding contracts in the same manner as the states of nonresident contractors.

1. All bids are to be in sealed envelopes with the above bid number and opening date on the outside of the envelope. All forms should be completed and included in the sealed envelope. **Mark your bid to the attention of the Associate Director of Financial Services.**
2. Only written modifications to proposals will be accepted.
3. If bids on multiple items are sought, bidders may submit proposals on any one or all items listed. However, Trenholm State Community College, (TSCC), reserves the right to select and purchase individual items or as a group. This bid does not obligate TSCC to purchase any item listed or for which a bid was submitted.
4. All bid prices are to be quoted F.O.B. Trenholm State Community College (TSCC). It should be noted that TSCC does not have a loading dock and items too heavy or bulky to be handled by one person manually should be placed on a truck with a lift-gate. This cost must be included into the bid.
5. All items are to be new ***(unless otherwise stated in the bid specifications)*** and free from defects in material and workmanship. If items are defective or damaged or do not meet the specifications, they are to be replaced immediately by the vendor at no additional cost to Trenholm State Community College.
6. Trenholm State Community College (TSCC) reserves the right to accept or reject any bid or part thereof and waive informalities that may be deemed in the best interest of TSCC.
7. References in the specifications to name brands are for identification only and in no way are intended to eliminate or discourage the offering of substitute items which equal the specifications. Trenholm State Community College reserves the right to modify, correct or clarify specifications during the bid process.
8. Quantities listed on the specifications sheet are believed to be correct. However, Trenholm State Community College reserves the right to alter or vary the quantities.
9. No payments on partial shipments will be made until all items have been received in good condition.
10. Any and all damages caused to Trenholm State Community College (TSCC) by the successful bidder will be repaired promptly at no cost to TSCC.
11. If quotations are offered on substitute items, the bidder must include catalogues/brochures with complete descriptions and manufacturers' specifications. All substitute items must be clearly identified.
12. Guarantees/Warranties are to be furnished by the vendor as provided by the manufacturer.
13. All warranties must be clearly identified.

14. Trenholm State Community College is a State sponsored educational non-profit organization and as such is tax exempt. Bid prices are not to include tax. Tax exemption certificates furnished upon request.
15. No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of thirty (30) days.
16. This proposal is to be made without connection with any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.
17. The contractor must comply with all federal, state, and city laws regarding license fees and agreements.
18. Bidder must submit a completed and signed Disclosure Statement and W-9 Form, included in packet, with Bid.
19. All State of Alabama business entities must submit their E-verify MOU and Certification Statement prior to award.

**BID CERTIFICATE**

I hereby affirm I have not been in any agreement or collusion among bidders or in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

\_\_\_\_\_  
Firm or Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signatures of Company Representative

**BID CERTIFICATE MUST BE NOTARIZED**

Sworn and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date my commission expires

## **Nonresident Bidder Information**

Act Number 2001-637 of the 2001 Alabama Legislature, which became effective on May 21, 2001, and is codified as Code of Alabama, Section 39-3-5, provides as follows:

**Section 1:** In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preferences shall be given to resident contractors, and a non-resident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contract to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state domicile of the nonresident.

**Section 2:** A summary of this law shall be made a part of the advertised specifications of all projects affected by this law.

**CERTIFICATION PURSUANT TO ACT NUM. 2006-557**

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND / OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. **BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557. THEY** ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

\_\_\_\_\_  
Firm or Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signatures of Company Representative

**CERTIFICATE MUST BE NOTARIZED**

Sworn and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date my commission expires

# Trenholm State Community College

## Minimum Bid Specifications - See Attached

Charges for postage/handling/delivery and set-up should be included in the bid price.

*Delivery price should include delivery to: 3920 Troy Highway  
Montgomery, AL 36116*

Item	Minimum Qty.	Unit Price	Total Bid Price
Interior Floor Paint – Bldg Q			
Total			

# Trenholm State Community College

## Minimum Bid Specifications

*References in the specifications to name brands are for identification only and in no way are intended to eliminate or discourage the offering of substitute items which equal the specifications. Trenholm State Community College reserves the right to modify, correct or clarify specifications during the bid process.*

### **General**

1. **General Description:** Paint interior shop floor in building Q on Patterson Site located at 3920 Troy Hwy, Montgomery, Alabama. Painting will be limited to main shop floor and does not include shop floor in robotics lab, classroom, foyer, bathrooms or breakroom.
2. **Scope:** Drawings will be provided to show entire scope of work.
3. **Drawings:** Site visit will be mandatory to obtain drawings. Drawings are not to scale. Contractor shall be responsible for all measurements for calculations for pricing, material, and supplies etc.
4. **Site visits:** Site visits will be by appointment only. Contact person is Louis Campbell (334) 799-6567. Site visit will consist of discussion of project, tour of building to be painted and receipt of building drawings.
5. **Quality of work:** First class in all respects. A minimum of two coats of epoxy floor coating are required; the contractor shall gauge thickness of coats, or provide additional coats, to produce hiding, color depth, scheduled finished and comply with manufacturer's recommendations.
6. **Acceptance of Surfaces:** Do not begin until surfaces are cleaned, prepped and in proper condition for paint adherence. Report deficiencies. Assume responsibility for finished surfaces after application of primer coat.
7. **Colors:** Colors shall be gray.
8. **Inspections:** Secure approval of each coat of material before the succeeding coat is applied. Otherwise no credit for the coat will be given.
9. **Sample of Workmanship:** As an initial step, finish a 16s.f. area. Upon approval, it shall serve as a standard of quality for color, materials and workmanship.
10. **Protection:** Cover all exposed equipment, furniture, fixtures, electrical devices and plates etc. Contractor shall be responsible for any damages caused by paint or poor workmanship or negligence by contractor or subs. Contractor must provide adequate ventilation to control paint fumes from endangering people or property.

### **Safety and Protection of Persons and Property:**

1. The contractor shall be solely and completely responsible for conditions at the project site, including safety of all persons (including employees) and property. The contractor shall create, maintain, and



supervise conditions and programs to facilitate and promote safe execution of the work, and shall supervise the work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

2. The contractor shall employ construction methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:
  - a. workers and other persons on the project site and in adjacent and other areas that may be affected by the contractor's operations;
  - b. the work and materials and equipment to be incorporated into the work and stored by the contractor on or off the project site; and
  - c. other property on, or adjacent to, the project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the contract documents to be removed, relocated, or replaced.
3. The contractor shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the contractor, a subcontractor, or anyone for whose acts they may be liable.
4. The contractor shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.
5. The contractor shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.
6. If use or storage of explosives or other hazardous materials or equipment or unusual construction methods are necessary for execution of the work, the contractor shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity.
7. The contractor shall furnish a qualified safety representative at the project site whose duties shall include the prevention of accidents. The safety representative shall be the contractor's superintendent, unless the contractor assigns this duty to another responsible member of its on-site staff and notifies the owner and in writing of such assignment.
8. The contractor shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.
9. The contractor shall have the right to act as it deems appropriate in emergency situations jeopardizing life or property.

10. The duty of the owner or owner's representatives to visit the project site to conduct periodic inspections of the work or for other purposes shall not give rise to a duty to review or approve the adequacy of the contractor's safety program, safety supervisor, or any safety measure which contractor takes or fails to take in, on, or near the Project site.

**Hazardous Materials:**

1. A hazardous material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing hazardous materials are hazardous materials discovered at the project site and not introduced to the project site by the contractor, a subcontractor, or anyone for whose acts they may be liable.
2. If during the performance of the work, the contractor encounters a suspected existing hazardous material, the contractor shall immediately stop work in the affected area, take measures appropriate to the condition to keep people away from the suspected existing hazardous material, and immediately notify the owner of the condition in writing.
3. The owner shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a hazardous material requiring abatement and if so, to certify after its abatement that it has been rendered harmless. Any abatement of existing hazardous materials will be the responsibility of the owner. The owner will advise the contractor in writing of the persons or entities who will determine the nature of the suspected material and those who will, if necessary, perform the abatement. The owner will not employ persons or entities to perform these services to whom the contractor has reasonable objection.
4. After certification by the owner's independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the owner and contractor.
5. The owner shall not be responsible for hazardous materials introduced to the project site by the contractor, a subcontractor, or anyone for whose acts they may be liable.

**Project Manager:** Louis Campbell (334) 799-6567.

**Completion period:** 60 days starting when purchase order number for project is issued.

**Work Schedule:** Classes will be in session. The contractor will have to work with the college on when work can be scheduled. Contractor needs to have enough staff to accomplish the job quickly. College will be accessible 24 hours a day 7 days a week.

**Removal of Equipment:** College has removed all equipment, furniture, and other fixtures necessary for job initiation. If contractor finds any obstructions hindering job performance, college should be notified to remove.

**Warranty period:** Contractor shall provide a full one-year warranty on materials and labor for this project that will cover any defects in materials or workmanship. The warranty period will start when last payment is made at the end of contract.

## **General Workmanship**

1. **Temperature, etc.:** Do no exterior painting in direct sun, during damp weather, or when temperature is below 50 degrees Fahrenheit or above (by building heating system if possible) during entire period of painting work; prevent wide variations of temperature which might cause condensation on fresh paint. Do not apply finish to surfaces made hot by sunlight.
2. **Applications:** Per manufacturer's directions. All work by skilled mechanics. Spread evenly and smoothly, flowing without runs, drops, sagging. Keep materials free from lumps, skins and foreign matter, well stirred while being applied. Allow each coat to dry thoroughly before a successive coat is applied. Cut in neatly around glass and at other edges where materials or color change.
3. **Spot finishing:** Not allowed; refinish whole walls or ceilings where is damaged or is unsatisfactory.

## **Preparation of surfaces**

1. **General:** Surfaces shall be clean, smooth, free of dust, or any general material which will adversely affect adhesion or appearance of finish. All cracks and holes or surface defects shall be filled using proper materials according to manufacturer directions.
2. **Ferrous Surfaces:** Pressure wash with cleaners to remove dirt and grease as recommended by paint manufacturer.
3. **Floors:** Concrete floors shall be prepared according to paint manufacturer directions.

## **Materials Generally**

1. **Acceptable Manufacturers:** Owner prefers top grade product of ICI or Devco. Other brands are Pittsburgh, Sherwin Williams or Ben Moore. Any brand other than ICI or Devco will require approval from owner in order to verify for equal product. Owner will determine if a product is equal.
2. **Paint Manufacturer Approval Required:** If ICI or Devco paints are not used state in a letter, which manufacturer's products are proposed for use and list by brand name the exact product for each specific application and data to compare paints to top grade ICI or Devco paints.
3. **Inspection of Paint:** Paint will be inspected to ensure proper manufacturer is being used. Paint must be sealed and in original labeled containers when delivered to job site for inspection.
4. **Types of Paint:** Ceiling and walls top grade oil base gloss enamel and latex enamel. Floors will be epoxy.