



**INVITATION TO BID - ITB #G2021(KD)  
SULLIVAN COUNTY PURCHASING DEPARTMENT**

**INTRODUCTION**

The Sullivan County Purchasing Agent is requesting sealed bids for demolition work and removal of the old jail cells located in the Historic Sullivan County Courthouse located at 3411 Hwy 126, Blountville, Tennessee 37617.

**This sealed bid in the original copy, subject to the terms and conditions set forth, will be received by the Purchasing Agent until 2:00 p.m., Eastern Time on June 1, 2021,** at which time will be publicly opened in the office of the Purchasing Agent, 3411 Hwy. 126, Suite 201, Blountville, Tennessee. **Late proposals will not be considered.** Proposals that arrive late due to the fault of the United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by Sullivan County. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

Sealed bids to be mailed should be addressed as follows:

**Sullivan County Purchasing Department  
3411 Hwy 126, Suite 201  
Blountville, TN 37617  
Phone: (423) 323-6400**

Bid envelope shall be clearly labeled as follows:

**ITB #G2021(KD) Jail Cell Demolition and Removal**

A **Pre-bid meeting** will be held on **Tuesday, May 18, 2021 at 10:00 a.m.** Interested bidders to meet at the rear of the Historic Courthouse at the Central Receiving entrance (entrance is near the creek), 3411 Hwy 126, Blountville, TN 37617.

## INVITATION TO BID

### 1. PROPOSAL DELIVERY, TIME & DATE

- 1.1 All proposals submitted by sealed envelope, shall be plainly marked "ITB #G2021(KD) Jail Cell Demolition and Removal" along with the proposer's business name and address to the Sullivan County Purchasing Department at the following address:

Sullivan County Purchasing  
3411 Hwy 126, Suite 201  
Blountville, TN 37617

- 1.2 **If Bid Pricing is over \$25,000 the bidder's name, license number, classification of license, and date of expiration must be placed on the outside of the envelope containing the contractor's bid per T.C.A. §62-6-119.** The bid will not be considered if any of the preceding does not appear on the outside of the envelope. The envelope must be sealed.
- 1.3 Proposal and amendments thereto, if received by the Sullivan County Purchasing Department after the date and time specified for opening, will not be considered. It will be the responsibility of the Proposer to see that their proposal is received by the Sullivan County Purchasing Department by the specified time and date. There will be no exceptions!! Date of postmark will not be considered. Facsimile or e-mail proposals will not be accepted.
- 1.4 Proposals received after that date and time will not be accepted and shall be returned to the bidder unopened. Proposals will be publicly opened, and results made available following the deadline for receiving proposals.
- 1.5 All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
- 1.6 Sullivan County reserves the right to accept or reject any/all proposals and to waive any informalities or irregularities and/or to reject a bid from any responding vendor who, in the judgment of the purchasing agent, is not in a position to perform the contract, and/or to reject a bid based on unacceptable provisions of a responding vendor's contract.
- 1.7 Sullivan County does not obligate itself to accept the lowest and/or any bid.
- 1.8 Sullivan County reserves the right to reject the proposal of any proposer who previously failed to perform adequately for Sullivan County or any other governmental agency.

## GENERAL TERMS AND CONDITIONS

### 2. APPLICABILITY

- 2.1 All items listed under the Instructions to Bidders apply unless otherwise stated in the specifications.
- 2.2 These conditions are applicable and form a part of the contract documents for equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and bid/proposal forms issued herewith.

### 3. INSTRUCTIONS

3.1 A complete bid/proposal will consist of one (1) original of the bid/proposal submittal documents in a sealed envelope.

3.2 All bid/proposal submittal documents to include the following:

- a. Signed Bid/Proposal Submittal
- b. Vendor Information
- c. Cost Analysis
- d. Non-Collusion Affidavit
- e. Drug-Free Workplace
- f. Iran Divestment Act

### 4. REQUEST FOR ADDITIONAL INFORMATION

4.1 Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.

Any questions concerning this Invitation to Bid shall be directed to Kristinia Davis at [kris.davis@sullivancountytn.gov](mailto:kris.davis@sullivancountytn.gov). Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

4.2 Direct contact with any Sullivan County personnel or members of the County Commission on the subject of this ITB is expressly forbidden.

### 5. CONFLICT OF INTEREST

5.1 Proposer, by submitting a signed proposal, certify that no gratuity of any kind and no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Sullivan County as wages, compensations, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Proposer in connection with any goods provided or work contemplated or performed relative to the agreement.

5.2 A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor, or subcontractor under County contracts.

### 6. NON-COLLUSION

6.1 Vendors, by submitting the enclosed Affidavit, certify that the enclosed proposal 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 commerce, or any other fraudulent act punishable under Tennessee or United States Law.

6.2 Sullivan County reserves the right to disqualify any ITB submittal, before or after opening, upon evidence of collusion with the intent to defraud or any other such illegal practices conducted by any responding firm.

6.3 Any remedies in the firm's response, including agreement, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of Sullivan County shall be considered cause for rejection.

6.4 In the County's sole judgment, failure to properly identify a conflict of interest may result in disqualification of a proposer or subsequent termination of the contract.

## **7. TITLE VI & VII OF THE CIVIL RIGHTS ACT**

7.1 It is the policy of Sullivan County Government and Sullivan County Department of Education that all its services and activities be administered in conformance with the requirements of Title VI & VII. By submission of the ITB, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.

## **8. WITHDRAWAL OR MODIFICATION OF SUBMITTED BID/PROPOSAL**

8.1 Any bid/proposal, which has been submitted, may be withdrawn prior to the scheduled time for opening bids/proposals. A request to withdraw a bid/proposal must be in writing and be received by the Sullivan County Purchasing Agent prior to the scheduled time for opening bids/proposals.

8.2 No amendment, addendum or modification shall be accepted after the deadline for submitting the bid/proposal to the Purchasing Department. If a change to a bid/proposal that has been submitted is desired, the submitted bid/proposal must be withdrawn and the replacement bid/proposal submitted prior to the time scheduled for opening of bids/proposals.

8.3 After the scheduled time for opening of bids/proposals, bid/proposals may not be withdrawn for sixty (60) days.

## **9. CONTRACT TERMINATION FOR CAUSE**

9.1 If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

9.2 In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contract to the next lowest bidder or bidding again.

## **10. CONTRACT TERMINATION FOR CONVENIENCE**

10.1 The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such

termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**11. ERASURES OR CORRECTIONS TO BIDS/PROPOSALS**

11.1 Any erasures and/or corrections to bid/proposals, whether executed prior to or subsequent to the original bid/proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction and the signature of the person or persons signing the bid/proposal.

**12. BID/PROPOSAL COST**

12.1 Sullivan County shall not be liable for any cost incurred by a bidder in the preparation or delivery of its response to this bid/proposal or for any other cost incurred because of the bid/proposal.

12.2 The issuance of this bid does not obligate Sullivan County to enter a contract for any services or materials.

**13. LICENSES, PERMITS, TAXES**

13.1 The price or prices for the services shall include full compensation for all taxes, permits, etc., that the bidder is or may be required to pay.

13.2 Sullivan County is exempt from all State sales taxes. Tax exemption certificates will be supplied upon request.

**14. INSURANCE**

14.1 The successful contractor shall provide proof of and shall always during the term hereof, maintain valid and in-force insurance policies and with coverage limits as set forth below:

14.1.1 Worker's compensation and employer's liability insurance with statutory coverage limits for the protection of all of Contractor's employees, including, without limitation, executive, managerial and supervisory employees, whether or not engaged in the performance of the Work.

14.1.2 Such policies of insurance for each and every motor vehicle to be used by the Contractor in the performance of the Work (the "Motor Vehicles"), with such policies of insurance for Contractor's Motor Vehicles to include no less than \$1,000,000 in liability coverage.

14.1.3 A policy of general liability insurance covering loss resulting from the Contractor's direct and indirect activities hereunder (including those activities of any of its subcontractors) and covering property damage and injury to any person (including death) which or who might be damaged or injured as a result of, in conjunction with, or arising out of Contractor's performance of the Work. Bodily Injury Liability coverage (including death) and Property Damage Liability coverage shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate per jobsite, project, or location. This coverage shall be primary and non-contributory.

14.1.4 Coverage requirements shall be evidenced by one or more certificates of insurance naming Owner as an additional insured, which certificates or policy endorsements shall provide that the policies represented thereby may not be (i) canceled, (ii) allowed to expire, or (iii) altered with respect to the substantial terms thereof except upon thirty (30) days prior written notice to Owner. For purposes of this paragraph, "substantial terms" shall be deemed to include, but shall not be limited to the coverage limits and deductible of the applicable policy.

**15. AWARD OF CONTRACT**

15.1 Sullivan County reserves the right to accept or reject any and all bids/proposals and to waive any irregularities or informalities in any bid/proposal or in the bid/proposal process. The contract will be awarded to the lowest, responsible, compliant bidder meeting the specifications and whose bid/proposal is most advantageous to the Sullivan County.

**16. SCOPE OF WORK:**

16.1 Demolish and remove steel jail cells, doors, and angle iron to within (4) inches of existing ceiling on the second floor of the old Sullivan County Jail.

16.2 Demolish and remove concrete curbing to floor slab elevation.

16.3 Remove the dumbwaiter car and track.

16.4 Saw cut and remove portion of wall for new door opening on north exterior wall. Door opening can be used to remove demolition materials from the second floor. Vendor will retain the proceeds from any sale of scrap metals.

16.5 Pricing must include all necessary labor and equipment to perform the scope of work. All work is to be done in a professional manner with all material from this demolition being disposed of legally. All debris will be picked up and removed on a daily basis. Due to the age of the structure, it is unknown whether the paint on the walls is lead based so compliance with the Lead Safe Certification Rules & Regulations will apply.

**PRICING**

Total Cost \$ \_\_\_\_\_

Estimated Completion Time \_\_\_\_\_

State Date After Receipt of Order \_\_\_\_\_

**Note:** Price Quotation shall be guaranteed for a minimum of sixty (60) days from opening date. Terms of payment are "Net 30 days" and shall include all labor, installation, shipping, freight, handling, or any other associated costs for work completion.

## G2021(KD) - Jail Cell Demolition and Removal

### VENDOR INFORMATION SHEET

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name: \_\_\_\_\_
2. Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
3. Contact Person (Please Print) \_\_\_\_\_
4. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
5. Vendor's e-mail address \_\_\_\_\_
6. Authorizing Signature \_\_\_\_\_
7. Title of Person Signing Bid \_\_\_\_\_
8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)  
Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, the firm 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 firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or , to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Sullivan County or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

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

My Commission expires: \_\_\_\_\_



DRUG-FREE WORKPLACE AFFIDAVIT

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

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

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with \_\_\_\_\_ County government 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: \_\_\_\_\_

# 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.

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Signature

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Date