

SULLIVAN COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL
RFP 1482018(KD)

LED Lighting Replacement
Sullivan County Department of Education Lighting Project

Sullivan County Purchasing Department
Kristinia Davis, Purchasing Agent

SULLIVAN COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL
RFP 1482018(KD)

Proposals Due By: January 9, 2018 @ 2:00 p.m.

INTRODUCTION

The Offices of the Sullivan County Purchasing Agent on behalf of the Sullivan County Department of Education, is soliciting this Request for Proposal (RFP) for LED lighting replacement at Emmett Elementary School.

**This project is contingent upon acceptance for the TVA Energy Right Solutions Rebate Program and approval of the Sullivan County Board of Education.

Any vendor interested in submitting a proposal must have visited the site to insure complete understanding of the project. Contact Charles Hubbard to arrange a visit at (423) 354-1151 or via e-mail at charles.hubbard@sullivank12.net

Submission of proposals must be clearly marked on the front of the SEALED envelope:

“RFP 1482018(KD) LED LIGHTING PROJECT”

Sealed proposals must be delivered to Sullivan County Purchasing, 3411 Hwy 126, Suite 201, PO Box 569, Blountville, TN 37617 via the following methods:

- U.S. Postal Service
- Private Carrier Service, (i.e., FedEx, UPS)
- In Person

Sealed Proposals must be received in the Sullivan County Purchasing Department by **2:00pm EST on January 9, 2018**. Late proposals will not be considered.

The Request for Proposal (RFP) must be submitted as follows:

- Two (2) complete copies of proposal

Please review the following documents carefully. Questions must be submitted via e-mail to Kristinia Davis, Purchasing Agent via kris.davis@sullivancountyttn.gov no later than **Thursday, January 4, 2018 by 2:00 pm EST**. Responses to the questions will be posted as an addendum.

SULLIVAN COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL
RFP 1482018(KD)

Proposals Due By: January 9, 2018 @ 2:00 p.m.

VENDOR INFORMATION

Vendor _____

Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Telephone Number _____ Fax Number _____

Email Address _____

Authorized Signature _____

Printed Authorized Name _____

Date of Signature: _____

Section 1 General Terms and Instructions

1. **Submission of Proposal:** All RFPs to be considered shall be submitted sealed, plainly marked "RFP 1482018(KD) LED Lighting Project" to the Sullivan County Purchasing Department at the following address:

Sullivan County Purchasing
3411 Hwy 126, Suite 201
PO Box 569
Blountville, TN 37617

The bid envelope shall also bear a list of the following major sub-contractors, if any, and their respective Tennessee license numbers and expiration dates.

Mechanical
Plumbing
Electrical
Sprinkler
Masonry

Request for proposals 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 vendor 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. Telephone, facsimile, electronic, and verbal proposals will not be accepted.

2. **Additional Information:** Questions must be submitted via e-mail to Kristinia Davis, Purchasing Agent via kris.davis@sullivancountyttn.gov no later than **Thursday, January 4, 2018 by 2:00 pm EST**. Responses to the questions will be posted and can be located through the following link <http://www.sullivancountyttn.gov/node/73>, select Current Solicitations.
3. **Bid Guaranty:** The bid must be accompanied by a Bid Bond executed by the bidder and a Surety Company authorized to transact business in the State of Tennessee, or a certified check, in the sum of not less than five percent (5%) of the largest possible total amount for the bid submitted, and made payable to Sullivan County Trustee. Such checks or bid bonds will be returned to all but the two lowest bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the award.
4. **Performance and Payment Bonds** - The successful Vendor will be required to execute an acceptable Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract price.
5. **Conflict of Interest:** Vendor, 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 Vendor in connection with any goods provided or work contemplated or performed relative to the agreement. 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:** Vendors, by submitting a signed proposal, 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.
7. **Title VI & VII of The Civil Rights Act:** It is the policy of Sullivan County Government that all its services and activities be administered in conformance with the requirements of Title VI & VII. By submission of the RFP, 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. **Taxes:** Sullivan County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
9. **Rejection of Proposals:** Sullivan County shall reject any proposal that is determined to be non-responsive. 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.
10. **Award:** Award will be made to the most responsive, responsible proposer meeting specifications, who present the product or service that is in the best interest of Sullivan County. Sullivan County reserves the right to: award by item, groups of items, or total proposal; to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of Sullivan County. Sullivan County is not obligated to select the lowest price bidder and Sullivan County reserves the right not to award this proposal.
11. **Signing of Proposal Forms:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection. 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.
12. **Waiving of Informalities:** Sullivan County reserves the right to waive minor informalities or technicalities in the proposal when it is in the best interest of Sullivan County.
13. **Informed Bidder:** Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid document and the accuracy of pricing submitted. Failure to do so will be at the bidders own risk and they cannot secure relief on the plea of error. Bidders must guarantee that

all information included in their proposal will remain valid for a period of 90 days from the date of proposal opening to allow for evaluation of all proposals.

14. Responses:

- Proposal must include point-by-point responses to the RFP.
- Proposal must include a list of any exceptions to the requirements.
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- If applicable, proposal must include a copy of the contract the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- If noted in the section “proposal requirements” or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company.

15. Related Costs: Sullivan County is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

16. Insurance Requirements: The successful Contractor shall, at all times during the term hereof, maintain valid and in-force insurance policies and with coverage limits as set forth below:

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- e. Contractor shall deliver the certificate(s) of insurance concurrently with its execution hereof. Any breach of the insurance provisions of this Agreement shall be a material breach hereof, and entitle Owner, at its discretion, to the immediate termination of same, without compliance with any of the advance-notice requirements imposed elsewhere herein.

17. **Primary Insurance and Waiver of Subrogation:** Contractor (and its insurers) shall be primarily liable for the defense and payment of any claims as a result of, in conjunction with, or arising out of the performance of the Work. Contractor waives any and all of its subrogation rights against Owner, and any and all of its insurers in any such claims.

Section II Obligations, Rights and Remedies

1. **Compliance with all Laws:** By submitting a response to this RFP the vendor commits 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. **Governing Law:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Sullivan County, Tennessee regardless of any language in any attachment or other document that the vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Courts of Sullivan County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.
3. **Default:** If Contractor 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, Sullivan County may terminate this contract immediately in whole or in part, and may consider such failure or noncompliance a breach of contract. Sullivan County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Sullivan County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Sullivan County reserves the right to purchase its requirements elsewhere, with or without competitive proposal
4. **Indemnify and Hold Harmless:** Contractor shall indemnify, defend, save and hold harmless Sullivan County Government, 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 Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission of commission of Contractor, its subcontractors, suppliers, agents or employees.

The County will not indemnify, defend, or hold harmless in any fashion the Vendor for any claims, regardless of any language in any attachment or other document that the Vendor may provide.

5. **Conformance Warranty:** The vendor warrants the item(s) proposed will conform to the description *as proposed* and applicable specifications, and shall be of good and merchantable quality for the known purpose for which it is sold.

Section III Scope of Work

Project Description

Emmett Elementary School
753 Emmett Road
Bristol, TN 37620

Emmett Elementary School is approximately 68,875 Sq. Ft. This project is to replace all existing interior lighting with LED flat panel fixtures. The Gymnasium shall have multi-zone dimming capabilities. All classroom spaces and spaces with projector screens shall have 2-zone dimming with one zone being at the front of the room “near projector screen”, and the second zone consisting of the remainder of the room.

Currently the interior lighting is T8 fluorescents with the majority being 2x4 or 2x2 lay in fixtures. Kitchen has linear fixtures.

Design Requirements

The lighting is required to meet the Illuminating Engineering Society (IES) normative standards for classrooms in a school setting. The Gym shall meet the minimum lighting requirements for the Tennessee Secondary Schools Athletic Association (TSSAA) of 50 footcandles. The color temperature of all other lighting shall be 5000CT Kelvin (+/-100).

All proposed lighting must be UL listed, must be listed by either Design Lights Consortium (DLC) and must eligible for the TVA rebate program. Fixtures must have a minimum of 5 year warranty.

Project Schedule/Duration

The project is to be installed after regular school hours with minimal interruption to the school learning environment or when school is not in session. Project must be completed before the TVA deadline to allow for TVA approval. Project shall be completed before July 28, 2018.

Evaluation Requirements

Vendors submitting a bid must be a member of the TVA preferred Partners Network. The project will include submission of applications and notices of completion to TVA. An

application rejected by TVA due to a missed deadline by the vendor shall result in the vendor's payment being reduced by the estimated rebate amount.

SULLIVAN COUNTY PURCHASING DEPARTMENT
3411 Hwy 126, Suite 201
PO Box 569
Blountville, TN 37617

BID TITLE LED Lighting Replacement
DEADLINE 2:00 P.M., January 9, 2018
TOTAL BID AMOUNT \$ _____

**Please list all support information on a separate page.

CERTIFICATION BY CONTRACTOR

I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.

_____ **Title**
_____ **Name**
_____ **Date**
_____ **Witness**

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: _____

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT

BACKGROUND CHECK COMPLIANCE FORM

Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the TBI and FBI for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the TBI and FBI.

TO BE COMPLETED BY RESPONDING CONTRACTOR

COMPANY or INDIVIDUALS (NAME) _____

ADDRESS _____

PHONE _____ FAX _____ LICENSE NUMBER/S _____

I agree to abide by Chapter 587 of 2007, as codified in Tennessee Code Annotated 49-5-413 and certify that I am authorized to sign. The undersigned further agrees if bid/contract is accepted, to furnish any/all Background Check Information on himself and all of his employees as required by law and/or at the request from the Office of the Sullivan County Purchasing Agent. I hereby agree to release all criminal history and other required information to Sullivan County, TBI and FBI in accordance with Tennessee law and further certify that all information supplied by me is true and accurate. I agree to release and hold harmless the above mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on all future employees associated with the performance of work defined in the bid/contract, pursuant to TCA and that neither I nor any employee of the Company is prohibited from direct contact with school children for the reasons enumerated in TCA 49-5-401 et seq.

SIGNATURE _____ TITLE _____

PRINTED NAME _____ DATE _____

TO BE COMPLETED BY NOTARY

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 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.

Signature

Date