

SULLIVAN COUNTY PURCHASING

INVITATION TO BID (ITB)

PROTECTIVE GLAZING AT SULLIVAN COUNTY SCHOOLS

**Proposals to be received by 2:00 p.m., Eastern Time
February 19, 2019**

Submit Proposals to:
Sullivan County
Purchasing Department
Suite 201
3411 Hwy 126
Blountville, TN 37617

Sullivan County Purchasing Invitation to Bid (ITB)

1. Purpose and Objective

The Offices of the Sullivan County Purchasing Agent on behalf of the Sullivan County Department of Education requests sealed bids for Protective Glazing for outside main entrance doors vestibule doors and office windows at nineteen (19) Sullivan County Schools as follows:

**Blountville Elementary
Blountville Middle
Bluff City Elementary
Central Heights Elementary
Central High School & CTE
Colonial Heights Middle
East High School & CTE
Emmett Elementary
Holston Elementary
Holston Middle**

**Indian Springs Elementary
Ketron Elementary
Mary Hughes
Miller Perry Elementary
North High School & Middle School
Rock Springs Elementary
South High School
Sullivan Elementary
Sullivan Middle**

2. Instructions to Bidders

- A. The following information is intended to form the basis for submission of proposals to provide Protective Glazing for Sullivan County Schools as designated. The bidder is advised to read this bid in its entirety. Failure to read and/or understand any portion of this Invitation to Bid hereinafter referred to as ITB shall not be cause for waiver of any portion of this proposal. The bid proposal must include the total price for each individual school. After award of bid additional footage may be added if funds are available and some schools may be taken out of the scope of work dependent upon school closures.
- B. This material contains general conditions for the procurement process, the scope of service requested, contract requirement, instructions for submissions of proposals, and submission forms that must be included in the proposal. The proposal should be read in its entirety before preparing the proposal.
- C. In order to receive consideration, the sealed proposals must be delivered to the Office of the Sullivan County Purchasing Agent on or before the day/time indicated and shall meet the requirements as described herein. Any inquiries or requests concerning interpretation, clarification or additional information pertaining to this proposal shall be made **in writing and be in the hand of the Purchasing Agent by the close of the business day on February 12, 2019.** Questions can be submitted by e-mail to Kristinia Davis at

kris.davis@sullivancountyttn.gov. In no case will verbal communication override written communication or documentation.

- D. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

3. **Inspection of Site**

It is recommended that each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the work and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions, if any attending the performance of the Contract. The Contract, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified if rejecting any claim based on facts regarding which he should have been on notice as a result thereof. To schedule dates/times to view the work areas the Technology/Communication & Safety Supervisor, Karen Nave can be contacted at 423-354-1026.

4. **Alternative Bids**

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

5. **Bids**

- A. All bids must be submitted on forms supplied in bid proposal and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the bidder
- B. Bid Documents including the Bid and the Compliance Affidavit(s) shall be enclosed in envelopes which shall be sealed and clearly labeled as indicated.
- C. Sullivan County reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, any technicalities.
- D. If a Contract is awarded, it will be awarded by Sullivan County to the most, responsible, compliant bidder meeting specifications, to include selected alternative bid items, for the work desired in the best interest and advantage to Sullivan County. The County shall be the sole judge of the proposals, and the resulting agreement that is in its best interest, and its decision shall be final.

6. **Company/Contractor Affidavit, Drug Free Workplace Affidavit, Background Check and Iran Divestment Act Affidavit**

- A. Each bidder submitting a bid to Sullivan County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, in the form herein provided, (Compliance Affidavit(s), to verify compliance of these categories.
- B. Before executing any subcontract the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided herein.

7. **Statement of Bidder's Qualifications**

Each bidder shall upon request of Sullivan County furnish a statement of the bidder's qualifications, his experience record in constructing the type of improvements embraced in the bid document, his organization and equipment available for the work contemplated, and, when specifically requested by Sullivan County, a detailed financial statement.

The County also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, verification of availability of personnel, and past performance records. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy Sullivan County that the bidder is qualified to carry out properly the terms of the Contract.

8. **Corrections**

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

9. **Opening of Bids**

At the time and place fixed for the opening of bids, Sullivan County will open and publicly read aloud every bid received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

10. **Withdrawal of Bids**

Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to the County for the services set forth in the proposal until one or more of the submissions have been duly accepted by the County.

11. Award of Contract; Rejection of Bids

- A. The bid will be awarded to the responsible bidder submitting the bid complying with the conditions of the Invitation to Bid. The bidder to whom the award is made will be notified at the earliest possible date. Sullivan County, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
- B. The County reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the County deems necessary to make such a decision.

12. Unit Prices

Unit pricing is to be given for each school location. Pricing shall include materials, labor and any other cost to complete work. Sullivan County is exempt from taxes and a tax exemption will be made available to awarded contractor.

13. Changes in the Work

- A. Sullivan County may make changes in the scope of the work required to be performed by the Contractor under the contract or making additions thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the Contractor from any of his obligations under the contract.
- B. Except for the purpose of affording protection against any emergency endangering health, life, limb, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the contract, unless in pursuance of a written order from Sullivan County authorizing the Contractor to proceed with the change. No claim for an adjustment of the bid price, will be valid unless so ordered.

14. Materials and Workmanship

All workmanship, equipment, materials incorporated in the work shall be new and the best grade of the respective kinds of the purpose.

15. Permits and Codes

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the local government.

- B. The Contractor shall at his own expense, secure and pay to the appropriate department of the local government, any fees or charges for all permits required if applicable by the local regulatory body or any of its agencies.
- C. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work embraced in this Contract.

16. Accident Prevention

- A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- B. The Contractor shall defend, indemnify and save harmless Sullivan County from any and all claims and suits for damages resulting from property damage, personal injury and/or death suffered or alleged to have suffered by any person or property arising out of an work conducted under this Contract caused by the acts or omissions of the Contractor, its agent, employees or subcontractors, excepting bodily injury or property damage caused by the sole negligence of Sullivan County, its agents or employees.

17. Removal of Debris, Cleaning, Etc.

The Contractor shall daily remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of work, he shall remove debris and unused materials provided for the work. The site of the work will be subject to prior approval of Sullivan County and existing State and local regulations.

18. Inspection

All materials and workmanship shall be subject to inspections, examinations, or test by Sullivan County at any and all times while work is being performed and at any and all places where such manufacture is carried on. Sullivan County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with materials of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, Sullivan County may contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of Sullivan County.

19. Insurance Requirements

The successful Contractor shall provide proof of and 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.

20. 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.

21. Patent

The Contractor shall hold and save Sullivan County, its officers and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by Sullivan County, unless otherwise specifically stipulated in the specifications.

22. Inclement Weather

During period of inclement weather, the Purchasing Department will enact the following procedures with regard to solicitations and weather delays:

- A. If County offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Department, all solicitations due that same day will be moved to the next operational business day.
- B. The County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

Special Conditions

1. The Project Site

The Project Area for this document hereof consists of the area as shown on the chart within this document.

2. Time for Completion

The Department of Education would like for work to be fully completed by March 31, 2019 if feasible. Bidder must submit estimated completion time on Cost Analysis sheet.

3. Responsibilities of Contractor

The Contractor shall provide and pay for all materials, labor, tools, equipment, charges, fees, or other expenses and all other services whatsoever necessary for the performance of the Contract.

It is the responsibility of the Contractor to coordinate his schedule and layout of work with the Technology/Communication & Safety Supervisor, Karen Nave.

Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions.

Submission forms and ITB documentation may be obtained on or after January 28, 2019, at no charge from:

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

Between 8:00 a.m. and 5:00 p.m. (Eastern Time), Monday through Friday or by calling 423/323-6400. Forms and ITB information are also available on the Sullivan County web site at www.sullivancountyttn.gov under the Purchasing Department.

Submission Information

Proposals shall include two (2) hard copies (one original and one duplicate – **mark the original as such. Do not email your submission.**

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copy may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received **until 2:00 p.m. (Eastern Time) on February 19, 2019**. Each proposal must be submitted in a sealed envelope addressed to:

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

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Protective Glazing.” Proposers are reminded that the Purchasing Department receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the Sullivan County Purchasing Department on or before that date.

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 the County. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

Scope of Work

Protective Glazing must be a **13 ml Clear Security film** for the following schools and locations. **Specifications of Security Film being proposed must be submitted with your bid proposal or your bid could be subject to rejection.**

The square footage listed below is estimated; all bidders are responsible for obtaining their own measurements and must list their measurements on cost analysis sheet.

A separate price must be listed for each school location, not as a total cost. Cost must include all charges for materials, labor, installation, cleanup, etc.

SCHOOL	APPROX. SQ. FOOTAGE	LOCATIONS OF GLAZING
Blountville Elementary, 155 School Ave, Blountville TN 37617	20	Outside Main Entrance Doors
Blountville Middle, 1651 State Route 37, Blountville, TN 37617	97	Outside Main Entrance Doors
Bluff City Elementary, 282 Maple Dr, Bluff City, TN 37618	50	Outside Main Entrance Doors
Central Heights Elementary, 158 Central Heights Rd, Blountville, TN 37617	260	Outside Main Entrance Doors/Office Windows
Central High, 131 Shipley Ferry Rd, Blountville, TN 37617	155	Outside Main Entrance Doors/Vestibule Doors/Small Office Window
Central High CTE, 131 Shipley Ferry Rd, Blountville, TN 37617	165	Outside CTE Front Entrance Doors
Colonial Heights Middle, 415 Lebanon Rd, Kingsport, TN 37663	32	Outside Main Entrance Doors/Vestibule Doors
East High, 4180 Weaver Pike, Bluff City, TN 37618	157	Outside Main Entrance Doors/Vestibule Doors/Small Office Window
East High, 4180 Weaver Pike, Bluff City, TN 37618	41	Outside Main Entrance Doors To CTE
*Emmett Elementary, 753 Emmett Rd, Bristol, TN 37620	68	Outside Main Entrance Doors/Office Windows
*Holston Elementary, 2348 Hwy 75, Blountville, TN 37617	320	Outside Main Entrance Doors
*Holston Middle, 2348 Hwy 75, Blountville, TN 37617	1540	Outside Main Entrance Doors
Indian Springs Elementary, 333 Hill Rd, Kingsport, TN 37664	65	Outside Main Entrance Doors/Vestibule Doors/Office Windows

Ketron Elementary, 3301 Bloomingdale Pike, Kingsport, TN 37660	161	Outside Main Entrance Doors/Vestibule Doors/Office Windows
*Mary Hughes School, 240 Austin Springs Rd, Piney Flats, TN 37686	93	Outside Main Entrance Doors
Miller Perry Elementary, 904 Fordtown Rd, Kingsport, TN 37663	100	Outside Main Entrance Doors/Gym Windows
North High, 2533 John B Dennis, Kingsport, TN 37660	50	Outside Main Entrance Doors/Vestibule Doors
North Middle, 2533 John B Dennis, Kingsport, TN 37660	41	Outside Main Entrance Doors/Vestibule Doors
*Rock Springs Elementary, 1238 Moreland Dr, Kingsport, TN 37663	43	Outside Main Entrance Doors/Cafeteria Outside Front Windows
South High, 1236 Moreland Dr, Kingsport, TN 37660	186	Outside Main Entrance Doors/Vestibule Doors/Office Prior to Vestibule
Sullivan Elementary, 209 Rosemont St, Kingsport, TN 37660	170	Outside Main Entrance Doors/Vestibule Doors/Office Windows
Sullivan Middle, 4154 Sullivan Gardens Dr, Kingsport, TN 37660	12	Outside Main Entrance Doors
Total Square Footage	3866	

*Additional footage may be added for schools with an asterisk.

ITB Cost Analysis For Protective Glazing

SCHOOL	SQ. FOOTAGE	TOTAL COST FOR EACH LOCATION)
Blountville Elementary		\$
Blountville Middle		\$
Bluff City Elementary		\$
Central Heights Elem.		\$
Central High		\$
Central High CTE		\$
Colonial Heights Middle		\$
East High		\$
East High		\$
*Emmett Elementary		\$
*Holston Elementary		\$
Holston Middle		\$
Indian Springs Elementary		\$
Ketron Elementary		\$
*Mary Hughes School		\$
Miller Perry Elementary		\$
North High		\$
North Middle		\$
*Rock Springs Elementary		\$
South High		\$
Sullivan Elementary		\$
Sullivan Middle		\$

Estimated Completion Date:_____

Submission Forms

ITB SUBMITTAL

RE

Protective Glazing

Proposals to be received by 2:00 p.m., Eastern Time; February 19, 2019

The undersigned is an authorized representative of the company services indicated above and certifies that the information and accompanying documents in this ITB submittal are accurate and true.

The undersigned has read and understands the extent and character of the prerequisites and has conformed to the specified content and format requirements.

The undersigned further acknowledges that failure to submit an Invitation to Bid which conforms to the specified content and format requirements will be sufficient cause to disqualify the company. Additionally, material deficient or incomplete response will be cause to disqualify the bid.

Legal Name of Proposer: _____
PLEASE PRINT

Address: _____

Phone _____ / Fax _____ / E-Mail _____

Authorized Signature: _____ Date: _____

Name and Title of Signer: _____

Tennessee Contractor's License Number _____ Expiration Date _____

Note: Failure to use these response sheets may disqualify your submission.

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT

COMPANY/CONTRACTOR AFFIDAVIT FORM 00010

THE AFFIANT STATES TO SULLIVAN COUNTY, TENNESSEE:

I (WE) HEREBY CERTIFY THAT IF THE CONTRACT IS AWARDED TO OUR FIRM THAT NO MEMBER OR MEMBERS OF THE GOVERNING BODY, ELECTED OFFICIAL OR OFFICIALS, EMPLOYEE OR EMPLOYEES OF SAID SULLIVAN COUNTY, TENNESSEE, OR ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT SULLIVAN COUNTY, TENNESSEE, OR ANY FAMILY MEMBER INCLUDING SPOUSE, PARENTS, CHILDREN OF SAID GROUP, HAS RECEIVED OR HAS BEEN PROMISED, DIRECTLY, OR INDIRECTLY, ANY FINANCIAL BENEFIT, BY WAY OF FEE, COMMISSION, FINDER'S FEES OR ANY OTHER FINANCIAL BENEFIT ON ACCOUNT OF THE ACT OF AWARDING AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS REQUEST FOR PROPOSAL (RFP), INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS RFP, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE SULLIVAN COUNTY PURCHASING AGENT HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF SULLIVAN COUNTY.

This certification shall be included with the bid document 00300. Failure of this properly executed document to be included with the bid shall render the bid as incomplete and void.

COMPANY NAME _____

NAME (PRINT) _____ PHONE _____

TITLE _____ FAX _____

SIGNATURE _____ DATE _____

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**( 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: \_\_\_\_\_*

## 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.

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Signature

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Date