PHONE 423/323-6400

FAX 423/323-7249

REQUEST FOR PROPOSAL # <u>E2015SSHS(DB)</u>

(MUST INCLUDE RFP# ON OUTSIDE OF ENVELOPE)

COMMODITY/SERVICE DESCRIPTION: <u>REPAIR TO RETRACTABLE BASKETBALL GOAL</u> OPENING DAY <u>10/29/15</u>_TIME <u>2:00 PM</u> SULLIVAN COUNTY USER DEPARTMENT<u>SCHOOL</u>

THIS REQUEST FOR PROPOSAL (RFP) MUST BE RETURNED IN A <u>SEALED ENVELOPE</u> VIA MAIL, COURIER OR IN PERSON. <u>PHONE, FAX OR ELECTRONIC RESPONSES ARE NOT ACCEPTABLE</u>! RESPONSES WILL BE ACCEPTED BY THE PURCHASING AGENT ONLY UNTIL THE DAY/TIME DESIGNATED ABOVE, AT WHICH TIME THEY WILL BE PUBLICLY OPENED. RESPONSES MUST CLEARLY IDENTIFY THE RFP # ON THE OUTSIDE OF THE ENVELOPE, BE PRESENTED IN ORIGINAL FORMAT, BE COMPLETED IN TOTALITY AND BEAR THE HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED COMPANY REPRESENTATIVE. <u>LATE RESPONSES WILL NOT BE ACCEPTABLE</u>!

SUBMISSION OF THIS RFP VERIFIES VENDOR'S ACCEPTANCE OF THE RFPS LANGUAGE, REQUIREMENTS AND THE GENERAL PROCUREMENT TERMS AND CONDITIONS FORM #GPTC1004-14.

NOTE: IF FORM #GPTC1004-14 IS OMITTED FROM THIS RFP SOLICITATION, WE HAVE THE APPROPRIATE SIGNED DOCUMENTS FROM YOUR COMPANY. IF FORM #GPTC1004-14 IS ENCLOSED WITH THIS RFP SOLICITATION, PLEASE SIGN AND RETURN THE APPROPRIATE PAGES WITH YOUR RFP REPONSE. By submission of this RFP/RFO, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.

ALL RFPs MUST BE OFFERED IN STRICT CONFORMANCE TO ALL LANGUAGE, REQUIREMENTS, TERMS AND CONDITIONS AND SPECIFICATIONS AS SOLICITED. FAILURE TO COMPLY WITH THE RFP PREREQUISITE WILL BE CAUSE TO DISQUALIFY SAME.

UNLESS OTHERWISE DESIGNATED, ALL PRICES OFFERED SHALL BE GUARANTEED FOR A MINIMUM OF SIXTY (60) DAYS FROM OPENING DATE. <u>UNIT PRICES</u> FOR GOODS/SERVICES SHALL BE QUOTED <u>"NET 30 DAYS". EACH LINE</u> <u>ITEM PRICE MUST INCLUDE ALL CHARGES, INCLUDING SHIPPING, HANDLING, FREIGHT OR ANY OTHER</u> <u>COSTS ASSOCIATED TO THE DELIVERY</u> TO THE DESIGNATED SULLIVAN COUNTY LOCATION. SULLIVAN COUNTY <u>WILL NOT ACCEPT</u> ADDITIONAL DELIVERY CHARGES AS A SEPARATE LINE ITEM. AWARDS MAY BE DETERMINED PER UNIT (LINE ITEM) AND/OR AS A TOTAL (WHOLE) AWARD; WHICHEVER IS IN THE BEST INTEREST OF SULLIVAN COUNTY. ALL GOODS PROVIDED TO SULLIVAN COUNTY SHALL BE FREE FROM DAMAGE/DEFECTS. GOODS DAMAGED IN TRANSIT BY COMMON CARRIER ARE THE SOLE RESPONSIBILITY OF THE VENDOR, INCLUDING ALL COMMUNICATIONS AND REPLACEMENT ARRANGEMENTS.

IF INFORMATION (SPECIFICATIONS, DATA SHEETS, ANALYSIS, DRAWINGS, ETC.) OR PRODUCT SAMPLES ARE REQUESTED IN THIS RFP, RESPONDING VENDOR MUST ENCLOSE/SUPPLY SAME. FAILURE TO COMPLY WILL BE CAUSE TO DISQUALIFY THE VENDOR FROM AWARD CONSIDERATION.

THE SULLIVAN COUNTY PURCHASING AGENT HAS THE RIGHT TO ACCEPT, REJECT, AWARD OR CANCEL ANY/ALL QUOTES AND TO WAIVE ANY INFORMALITIES OR IRREGULARITIES, IF SAME IS DEEMED IN THE BEST INTEREST OF SULLIVAN COUNTY. SULLIVAN COUNTY DOES NOT OBLIGATE ITSELF TO ACCEPT THE LOWEST AND/OR ANY QUOTE OFFERED.

| DELIVERY DATE | | | TERMS: NET 30 DAYS |
|---------------|------|-----------------|------------------------------|
| | | | |
| VENDOR: | | | ASE PRINT |
| PHONE: | FAX: | E-MAIL: | |
| SIGNATURE: | | PAGE 1 OF PAGES | DATE: |
| | | | REP COVER PAGE-REV 9/24/2014 |

ATTACHMENT TO RFP# E2015SSHS(DB)

SULLIVAN COUNTY DEPARTMENT OF EDUCATION

THE FOLLOWING ARE PARTS NEEDED FOR THE REPAIR OF RETRACTABLE BASKETBALL GOALS AT SULLIVAN SOUTH HIGH SCHOOL (SIX GOALS):

| ITEM NUMBER | QTY | DESCRIPTION | UNIT COST | TOTAL COST |
|----------------|-----|---|--------------|---------------|
| | ~ | | | |
| 1 | 6 | 3/4 HP ELECTRIC WINCH | | |
| 2 | 6 | SAFETY STRAPS | | |
| 3 | 6 | PULLEY AND EYE BOLT ASSEMBLY | | |
| | | TOTAL COST OF PARTS | | |
| | | INSPECTION OF ALL SIX (6) BACK STOPS AND INSTALLATION OF EQUIPMENT | | |
| | | TOTAL COST OF PARTS AND INSTALLATION | | |

RESPONDING VENDOR MUST COMPLETE AND RETURN THE ENCLOSED COMPANY/CONTRACTOR (NON COLLUSION) AFFIDAVIT, BACKGROUND AND DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID.

SUCCESSFUL VENDOR WILL BE REQUIRED TO SUBMIT A CERTIFICATE OF LIABILITY INSURANCE. SIGNED TERMS AND CONDITIONS MUST ACCOMPANY THIS BID PROPOSAL.

<u>NOTE</u>: ELECTRICAL SUPPLY CIRCUIT & FINAL ELECTRICAL CONNECTION TO BE PROVIDED BY THE SULLIVAN COUNTY MAINTENANCE DEPARTMENT.

CONTACT: DAVID POE @ 423-817-3834

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 DISQUAUFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE SULLVIAN 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 | | | |
| | | | | |
| | IPLETED 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:

- 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 thisday of, 20, | | | | |
| Notary Public | | | | |
| My commission expires: | | | | |