

# **SULLIVAN COUNTY PURCHASING**

## **Invitation to Bid #14820117(KD)**

### **Repairs to East High School Swimming Pool**

**Sealed bids to be received by 2:00 p.m.  
June 17, 2020**

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

# Sullivan County Purchasing

## Invitation to Bid (ITB)

**#14820117(KD)**

### 1. Purpose

The Office of the Sullivan County Purchasing Agent on behalf of the Sullivan County Department of Education Department is accepting sealed bids for Repairs to East High School Swimming Pool located at 4180 Weaver Pike, Bluff City, TN 37618 Proposal cost must include all labor, material and equipment needed for job completion.

### 2. Instructions to Bidders

Sealed bids will be received until **2:00 p.m. local time, Wednesday, June 17, 2020 at the Office of the Purchasing Agent of Sullivan County at 3411 Hwy 126, Suite 201**. All bids shall be publicly opened and read aloud at 3:00 p.m. the same day at the Office of the Purchasing Agent. **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**

Bid envelope shall be clearly labeled as follows:

**ITB #14820117(KD) Repairs to East High School Swimming Pool**

A **Pre-bid Conference** is scheduled at **10:00 a.m. local time on Tuesday, June 9, 2020**. All potential bidders to meet at the front entrance of the school.

### 3. General Instructions

- A. The following information is intended to form the basis for submission of sealed bids. 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.
- B. This material contains general conditions for the procurement process, the scope of service requested, contract requirement and submission forms that must be included in the proposal. The proposal should be read in its entirety before preparing the proposal.

- C. All bids must be submitted on forms supplied in bid proposal and these INSTRUCTIONS TO BIDDERS.
- D. The attached Drug-free workplace affidavit, Company/Contractor, Background Affidavit and Iran Divestment Affidavit form must be completed and returned with the bid.
- E. **The bid must be accompanied by a certified check or by a Bidder's Bond, executed by the Bidder and Surety Company licensed to do business in the State of TN, in the sum of five percent (5%) of the amount bid.**
- F. **The successful contractor will be required to execute an acceptable Performance and Payment Bond in an amount equal to one hundred percent (100%) of the contract price.**

#### 4. Specifications/Scope

The Sullivan County Department of Education had American Leak and Detection of Knoxville, Tennessee determine where the pool was leaking from. Hydro test returns tested positive for leak, unable to pressure test due to galvanized plumbing. They were unable to pressure test skimmers due to galvanized plumbing. Pool drain tested negative for leak with domes. Pool lights tested negative for leak. One side of pool skimmers have been cemented over and line cut.

The scope of work will consist of:

- Remove Approximately 558 sq. ft. of the existing concrete pool deck and dirt to expose all existing return lines, gutter drain lines.
- Remove and replace all galvanized lines.
- Replace all existing returns, gutter drains and main piping.
- Install two (2) main drains in wall.
- Replace all pool deck with concrete.
- Obtain all permits and pass all inspections per Health Department.
- Clean up job site daily.
- After new gutter drains are installed grout around each one.
- Patch with white plaster around the new return fittings and main drains.
- Rental of Dumpster

Sullivan County Department of Education shall be responsible for removing the center post at the outside door to the swimming pool for access and will re-install once work is completed.

Any additional work uncovered during the process shall be reported immediately to Mr. Hubbard.

The contractor and Mr. Hubbard or a designated school representative will inspect all work as the work progresses. The contractor prior to the final approval and final payment shall satisfactorily correct any work found in need of correction, due to improper preparation, painting or workmanship, or as a result of the contractor's negligence.

The Contractor shall provide for all materials, labor, tools, equipment or any other expenses whatsoever necessary for the performance of the Contract. It is the responsibility of the Contractor to coordinate the schedule and layout of work with the Charles Hubbard, Maintenance Director.

## **5. Addenda**

If any prospective Bidder/Offeror has questions regarding the specifications or documents, the prospective Bidder/Offeror shall contact Kristinia Davis via e-mail at [kris.davis@sullivancountytn.gov](mailto:kris.davis@sullivancountytn.gov) no later than three (3) working days before the due date. Any revision to the ITB will be made only by a written addendum issued by the Purchasing Department. In no case will verbal communication override written communications or documentation. Responses to the questions will be posted and can be located through the following link: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=37b55d57-2b40-462f-bd8e-5b80ab095ddd>

## **6. Title VI & VIII of The Civil Rights Act**

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.

## **7. Taxes**

Sullivan County is exempt from sales tax. Certificates of tax exemption will be provided to the selected contractor, upon request.

## **8. Statement of Bidder's Qualifications**

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.

## **9. Corrections**

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

## **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 lowest responsible bidder submitting the bid complying with the conditions of the ITB. 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. Sullivan County reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, any technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interest of Sullivan County.

- 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. 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.

**12. 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.

**13. 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.

**14. Accident Prevention**

- A. The Contractor shall always exercise proper precaution 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.

## **Special Instructions**

### **15. Failure to Deliver**

Failure to comply with the terms and conditions of this ITB or to deliver goods and/or services identified in the ITB and resulting contract at the firm fixed price quoted will be considered default of the contract award. Should the Contractor be found in default of the contract, any excess cost which may result from default actions shall be at the expense of the Contractor. The Contractor shall, in this instance, be responsible for any and all costs incurred by Sullivan County Department of Education to procure such products and services elsewhere.

### **16. 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 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 its subrogation rights against Owner, and any and all of its insurers in any such claims.

**18. Method of Payment**

The Contractor shall be paid based on invoice(s) submitted, to be paid net thirty (30) days from receipt of invoice. The Department of Education reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract.

**19. Obligation of Offeror**

By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

**Sullivan County Purchasing**

**Invitation to Bid (ITB)**

**#14820117(KD)**

Having carefully examined the specifications entitled “**Repairs to East High School Swimming Pool**” to open **June 17, 2020, at 2:00 p.m.** and the other Contract Documents and any addenda, and having familiarized ourselves with the existing conditions of the scope of work, we hereby propose to provide this service as specified for the following amount:

**Total Bid Cost \$**\_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

TN License No.: \_\_\_\_\_

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: \_\_\_\_\_

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

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

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 AWARDED 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 \_\_\_\_\_

~~~~~  
(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: \_\_\_\_\_

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:

Provide a fingerprint sample

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