



Sullivan County Purchasing Department
Request for Proposal

for

Construction Management Services Sullivan County Jail

Proposals to be received by 2:00 p.m., Eastern Time
February 9, 2021

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

Sullivan County Purchasing Department
Request for Proposal

**Construction Management Services
Sullivan County Jail**

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Sullivan County Purchasing Department
Request for Proposal
Construction Management Services – Sullivan County Jail

Proposals Due By: February 9, 2021 @ 2:00 p.m.

I. INTRODUCTION

The Offices of the Sullivan County Purchasing Agent is soliciting proposals from qualified and licensed professionals to provide Construction Management Services for the Sullivan County Jail.

The successful firm will act in the best interest of the County while administering services throughout the construction drawing, construction, and close-out phases of the Jail Project. To ensure a successful project, the chosen firm will work with County staff, the Project Architect/Engineer, various consultants, and construction contractors to safely deliver a quality facility that meets County objectives and design specifications.

II. RFP TIMELINE

Availability of RFP 1/19/2021

Deadline for questions to be submitted in writing to the
Purchasing Department 2/2/2021

Proposal Due Date 2/9/2021

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the Sullivan County Purchasing Department.**

III. BACKGROUND & PROJECT OVERVIEW

Sullivan County is accepting proposals from qualified firms to provide professional construction management (CM) services for the proposed new Sullivan County Jail Addition located in Blountville, Tennessee. MBI Companies, Inc., (the Architect) is the County’s contracted Architect for this project. The selected Construction Management Firm will coordinate with MBI Architects for the design development and construction phases of the project. The firm selected to perform the construction management services is restricted and will NOT be eligible to bid on the actual construction project as a contractor or subcontractor. The actual construction work shall be awarded by competitive bidding as provided by law.

The Sullivan County Jail is located at 140 Blountville Bypass, Blountville, TN 37617. The new facility will be constructed on county-owned property behind the current jail. The existing jail was constructed in 1986. There was a 150-bed expansion added in 1999. In 2005 a jail extension was built adjacent to the existing jail to address continuing crowded conditions. The jail currently has a rated capacity of

379 inmates and the extension has a rated capacity of 240. The average daily population in 2019 was over 1,000 inmates.

A needs assessment has identified the need for a new Jail Expansion with approximately 560 inmate beds with 224 additional bed spaces available for future expansion, new Control Room, Intake & Booking area, Medical Clinic, Food Service and Laundry Area. It is anticipated that the gross area of the new jail should be approximately 19,800,082 square feet.

Abbreviated conceptual draft drawings are included in the Request for Proposal in Appendix A for your consideration and benefit in responding to the RFP.

IV. TERMS AND CONDITIONS

1. Requirements for Sealed Proposal Submission.

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

- a. One (1) signed original.
- b. Five (5) exact copies of the original document
- c. One (1) exact copy of the original document submitted on a flash drive. The electronic media copy must be saved as one complete document in Adobe PDF format.
- d. All proposals shall be submitted in a SEALED, envelope clearly marked with the proposer's name, address, proposal name and date **ON THE OUTSIDE OF THE SEALED ENVELOPE** to the attention of Kristinia Davis, CPPB, Purchasing Agent.

2. PROPOSALS RECEIVED ON TIME: All Proposals are to be received by **Tuesday, February 9, 2021, 2:00 p.m., local time prevailing.** 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 PROPOSER to see that the proposal is received by the Purchasing Department by the specified time and date. There will be no expectations. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal proposals will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. Sullivan County will not be responsible for proposals received late because of delays by a third-party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.

3. TAX EXEMPT: Sullivan County is a tax-exempt entity. The successful vendor will be provided with an executed copy of tax-exempt form.

4. NO CONTACT POLICY: From the period beginning on the date of the issuance of this RFP any contact initiated by any proposer with any Sullivan County representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Department representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

5. ANTI-COLLUSION: The proposer certifies by signing this document that the proposal is made without prior understanding, agreement, or accord with any person submitting a proposal for

Proposer Initials _____

the same services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages. Proposals must include a notarized Non-Collusion Affidavit (to be found in the “Submission Forms” section of this document).

6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Department will enact the following procedures with regards to solicitations and weather delays:
 - a. If County offices are closed due to inclement weather on the date that bids/proposals/qualifications are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - b. Sullivan County shall not be liable for any commercial carrier’s decision regarding deliveries during inclement weather.

7. **PAYMENT TERMS:** Sullivan County pays from monthly statements for services rendered. Payments are made within 30 days of the previous month’s statement being received in Sullivan County Accounts & Budgets Office.

8. **AUTHORIZED SIGNATURE:** 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.

9. **KNOWLEDGE OF LAWS AND REGULATIONS:** The proposer agrees that all applicable Federal, State, and Local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written in full. The proposer shall observe and comply with all such laws, ordinances, and regulations and shall protect and indemnify Sullivan County and its representatives against any claim or liability arising from or based on any violations of the same, whether by the proposer, the proposer’s subcontractors, suppliers, or others by the proposer or the employee of any of them.

10. **DRUG-FREE WORKPLACE:** The proposer understands that Sullivan County operates a drug-free workplace program. Any good or service provided to Sullivan County by the proposer must comply with all State and Federal drug-free workplace laws, rules and regulations. The proposer agrees to comply by the execution of the “Proposer Initial” located at the bottom of the page.

11. **NON-DISCRIMINATION:** During the performance of this contract, the proposer agrees as follows: he/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the proposer. The proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12. **DISCLOSURE:** Proposals will not be publicly opened; only the names of the responding firms will be publicly announced and recorded by the Sullivan County Purchasing Agent. All materials submitted pursuant to this RFP shall become the property of Sullivan County and will remain confidential until the selection processes have been concluded. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate County staff. Upon conclusion of the selection process, all documents pertinent to the RFP submittals will constitute public records and will be subject to public inspection under Tennessee law.

13. **RIGHT TO WITHDRAWAL:** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice at any time before and not later than two (2) days after proposals are opened.

14. **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 has performed unsatisfactorily for Sullivan County or any other governmental agency.

15. **VENDOR POOR PERFORMANCE:** Sullivan County may terminate the contract with the awarded firm at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to Sullivan County.

16. **FORCE MAJEURE:** Sullivan County or proposer shall not be liable for any failure of or delay in the performance of this contract for the period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders or any other force majeure event.

17. **PURCHASE ORDERS:** Sullivan County utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from the Purchasing Department.

18. **RELATED COSTS:** Sullivan County is not responsible for any costs incurred by any vendor pursuant to the Request for Proposals. The proposer shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

19. **ADDENDA:** If it becomes necessary to revise any part of this RFP, written addenda will be issued. All addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.

20. **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.

21. **AWARD/REJECT:** Sullivan County reserves the right to: (a) award or reject any and/or all submittals; and (b) not award this project to any submitter.

22. **IRAN DIVESTMENT ACT:** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each part thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to TCA 12-12-106. All proposers must complete and submit with their response the Affidavit of Compliance with Iran Divestment Act that is (to be found in the “Submission Forms” section of this document).

23. **QUESTIONS:** Prospective proposers will have an opportunity to submit questions regarding this “RFP”. All questions shall be directed to Kristinia Davis, Purchasing Agent at kris.davis@sullivancountytn.gov no later than **Tuesday, February 2, 2021 by 2:00 p.m., local time prevailing.** 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>. In no case will verbal communication override written communications or documentation.

V. SCOPE OF PROJECT MANAGER SERVICES

Proposals for Jail Project Construction Management Services should address the following objectives, which are not necessarily all-inclusive.

A. General Responsibilities:

1. The successful firm shall act on behalf of Sullivan County and in its best interest, as the primary point of contact with Jail architects, engineers, consultants, contractors, vendors, County staff, etc.
2. The successful firm will be the sole employer of all persons used for the Construction Management Services and will accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the contract, as well as, for any claims made by or on behalf of the firm’s employees arising out of their employment or work pertaining to the operation of the contract.
3. The successful firm shall regularly schedule, and host meetings associated with the project as requested by the County.
4. The successful firm shall physically and regularly monitor Jail Project progress regarding budgets and schedules and relay project status to County personnel at regular reporting periods as mutually agreed upon.
5. The successful firm shall work with all Jail Project architects, engineers, consultants, contractors, vendors, designated County staff, etc., to ensure the project remains on schedule and within budget.
6. The successful firm shall review all documents for completeness, clarity, and constructability.

7. The successful firm shall document all communications, contracts, reports, drawings, data, etc., that are associated with the Jail Project, maintain said documentation, and transfer said documentation to the County as requested and then completely at project close.
8. The successful firm shall assure compliance with the American with Disability Act (ADA) through all phases of construction, including but not limited to, an ADA compliant entrance to the buildings.
9. The successful firm agrees that during the performance of this contract, they will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are bona fide occupational qualifications reasonably necessary to the normal operations of the Construction Management Firm.

B. Initiation Phase Responsibilities:

1. The successful firm shall gain a complete understanding of the County's goals and objectives for the Jail Project and a thorough understanding of the justification for project decisions already determined, in order that they will act in concert with County directives.
2. The successful firm shall review the County's determined course of action regarding housing units and design and provide recommendations as to feasibility and ensure project success through expert recommendations.
3. The successful firm shall relay Jail Project goals and objectives to all contractors, consultants, and professionals associated with the project to ensure project synergy.

C. Design Development Phase Responsibilities:

1. The successful firm shall fully review all construction documents, drawings and specifications prepared by the Project Architect and report to the County its recommendations to implement or alter project design.
2. The successful firm shall provide quality assurance of Jail Project design, as exhibited through construction documents, drawings, and specifications, through careful review and consideration of the contents of said documentation.
3. The successful firm shall report to the County as soon as is feasible any concerns identified regarding Jail Project safety, quality, schedule, or cost and provide recommendation for mitigation of same.
4. The successful firm shall research and recommend alternative design or other project aspects as may be requested by the County.
5. The successful firm shall prepare, continuously update, and report to the County regarding Jail Project budget and schedule, recommending alternatives when necessary to ensure the project remains on schedule and within budget.

6. The successful firm shall work with Jail Project Architect on all aspects of the contractor bid process, including the pre-qualifications process of general contractors who can bid on the project, attending all pre-bid or pre-award meetings, reviewing all bid documents and provide recommendations on the same.
7. The successful firm, in conjunction with the Architect/Engineer Design Consultant, shall evaluate the list of potential subcontractors and project managers supplied by each contractor bidding on the Jail Project and relay to the County its recommendation whether to approve the services of each.
8. The successful firm shall assist the County and the Architect/Engineer Design Consultant in evaluating bids for content, area of responsibilities, responsiveness and responsibility of bidders and recommend a bid award to the County.
9. The successful firm shall review and make recommendations on any Jail Project associated agreements that the County should consider being party to.

D. Construction Phase Responsibilities:

1. The successful firm, in conjunction with the Architect/Engineer Design Consultant, shall review final County acceptance of contract documents and agreements with contractor(s).
2. The successful firm shall review overall project budgets and schedules to determine reasonableness and accuracy of same.
3. The successful firm shall review any notice of delays in work as may be presented by the contractor(s) and recommend potential mitigation to the County.
4. The successful firm shall determine in general that the work of each Contractor is being performed in accordance with the requirements of the contract documents, endeavoring to guard the County against defects and deficiencies in the work. As appropriate, the firm shall have authority, upon written authorization from the County, to require additional inspection or testing of the work in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed. The firm, in consultation with the County and the Architects, may reject work which does not conform to the requirements of the contract documents.
5. The successful firm shall provide continuous on-site management services to work with the contractor(s) to identify and mitigate any substandard or faulty work performed by contractor(s) including steps for reinspection.
6. The successful firm shall provide quality assurance of the material testing and inspection procedures throughout construction.
7. The successful firm shall review all change orders submitted by the contractor(s) and work in conjunction with the Architect to determine necessity and feasibility of same.

8. The successful firm shall monitor any contractor(s) safety violations occurring on the Jail Project, review all associated accident/injury reports and relay any recommendations to the County.
9. The successful firm shall review all contractor(s) applications for payment for accuracy and reasonableness and approve payments or justification for nonpayment to the County Budget Director.
10. The successful firm shall ensure that proper retainage is withheld from each contractor progress payment when making recommendation for payment.
11. The successful firm shall maintain one set of construction documents at the Project site for the County. This will include all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and clearly marked currently to record changes and selections made during construction, and in addition, approved shop drawings, product data, samples and similar required submittals. The firm shall make all such records available to the Architect and upon completion of the project shall deliver them to the County.
12. The successful firm shall assist the Architects in determining when each contractor's work or a designated portion of that work is substantially complete. The successful firm shall prepare a list of items that are not complete or do not meet the design standards and a schedule for their completion for the architect. The successful firm shall assist the Architects in conducting field inspections to determine whether the work is complete and/or has been corrected, as well as assist in preparation of final punch list items and reinspect as necessary to determine final completion.

E. Project Close-Out Phase Responsibilities:

1. The successful firm shall observe, review, and inspect all Jail Project documentation to achieve final project completion and the award of final project payment(s).
2. The successful firm shall continue participation in any Jail Project matters requiring resolution, representing, and negotiating on behalf of the County.
3. The successful firm shall monitor, coordinate and resolve all warranty complaints to the satisfaction of the County during the general warranty period or any longer special warranty period, as well as conduct a post-occupancy walkthrough with the County no later than three (3) months after the date of substantial completion.

F. Report Requirements:

The successful firm will be responsible for providing the County with written reports of the Jail Project progress at completion intervals of at least thirty (30), sixty (60) and ninety (90) percent.

VI. PROPOSAL FORMAT

The proposal shall be styled at the discretion of the submitter. However, at a minimum it must address these areas:

1. **General Consultant Qualifications:**

- a. An overview of the entity.
- b. Location of corporate office.
- c. Location and office address that will service the project if different than corporate office.
- d. Organizational structure.
- e. Total number of employees.

2. **Project Management Plan & Key Personnel**

- a. Provide resumes of your professional staff, including present ownership and key management members that will work directly with the County on the project. In addition to resumes, please provide work history and accreditations/credentials.
- b. Provide a list of expected activities to be undertaken and brief description of each as it relates to your management approach in providing management services to this project. This should include, but not be limited to, scheduling, progress reporting, quality control, safety information, etc.
- c. Provide detail of your current workload and your ability to provide dedicated and necessary resources to this project.

3. **Related Project Experience**

- a. List of Construction Management Service projects the Consultant has completed in the last five (5) years, or is currently in-progress, for a municipality, county, or other public entity. Please include the following (limit to two (2) pages per project):
 - i. Project Name
 - ii. Location
 - iii. Start and Completion Dates or Existing Status
 - iv. Brief Description
 - v. Owner Contact Information
 - vi. Architect/Engineer Contact Information
 - vii. Consultant Staff Assigned to Project
 - viii. Project Square Footage
 - ix. Project Budget
 - x. Final Project Costs

4. **References**

- a. Please provide five (5) references from other local government clients (name, position, address, and current contact information). **Please note that Sullivan County should not be included.**

5. **Proposed Compensation**

- a. Please state your preferred all-inclusive Construction Management Services Fee as a lump sum cost if this is your preferred proposal.
- b. Please state your preferred all-inclusive Construction Management Services Fee as percentage of construction cost, if this is your preferred proposal.

- c. Please provide hourly fee rates by position for staff you anticipate being assigned to the project. Please note, the County is not wanting individual names.

VII. 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:

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.
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.
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.
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.
5. 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.

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.

VIII. PRESENTATION/INTERVIEWS

The County, upon review of the received proposals, shall request and schedule responsible firms to make a presentation so as to obtain additional information and/or clarification from the proposer. Proposing firms **must** submit a sample contract during the presentation/interview process.

The Purchasing Department will arrange structured oral presentations for each responsible proposer. The oral presentation will consist of the proposer:

- Answering written questions that the Evaluation Committee provides.
- Answering oral questions that arise during the presentation.

Presentations will be held in the Sullivan County Commission Room at 3411 Hwy 126, Blountville, Tennessee. Firms will have 20 minutes to present and a 30-minute Q&A session with the Evaluation Committee.

Presentations may not be considered as a “negotiation session”. Only material contained in the original written proposal will be considered in any subsequent evaluation.

IX. EVALUATION OF PROPOSALS

This document is a Request for Proposal in that the County is seeking a solution not a bid/quote for the lowest price. As such, the lowest price proposal will not guarantee an award. Proposals will be evaluated based on the firm’s qualifications and experience with similar projects, staff experience and availability, competitiveness of proposed fees, overall comments from references and presentations.

Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. All proposals received by the stated deadline will be reviewed by the County to ensure that proposing firms meet all minimum requirements and comply with instructions specified in this RFP.

X. EVALUATION CRITERIA

Evaluation Criteria	Point Value (Maximum)
General Consultant Qualifications: <ul style="list-style-type: none">• Overall qualifications• Organizational structure	10
Project Management Plan & Key Personnel: <ul style="list-style-type: none">• Organizational size and structure of firm• Experience of staff assigned to project• Availability to provide service and attention to project	15
Related Project Experience <ul style="list-style-type: none">• Experience with Construction Management Services on public sector projects	30
References of similar service provided for other public sector clients	10
Proposed Compensation	25
Presentations/Interviews	10
Total Points Available	100

Submission Forms

Sullivan County Purchasing Department
Request for Proposal
Construction Management Services – Sullivan County Jail

Proposals Due By: February 9, 2021 @ 2:00 p.m.

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Person & Title _____
(Please Print)

License # _____

Federal Tax ID # _____

Telephone Number _____ Fax Number _____

Email of Contact Person _____

Authorized Signature _____

Date of Signature: _____

Proposer Initials _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____

_____, the Proposer that has submitted the attached Proposal;

(2) The Proposer _____ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:

a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division’s website, any contact initiated by any proposer with any Sullivan County representative concerning this proposal is strictly prohibited, unless such contact is made with the Sullivan County Purchasing Agent. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to Sullivan County staff including, but not limited to, members of Sullivan County Commission, Sullivan County Office of the Mayor, Sullivan County School Board or any other Sullivan County staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “NO Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____

_____, Notary Public

My Commission expires: _____

Proposer Initials _____

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: _____

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

Proposer Initials _____

Appendix A