



Sullivan County Purchasing Department  
Invitation to Bid  
ITB #E1412106(KD)

for

**Carpet Removal and Vinyl Composition Tile (VCT)  
Replacement at Holston Middle & Elementary School**

Proposals to be received by 2:00 p.m., local time  
June 15, 2021

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

Sullivan County Purchasing Department  
Invitation to Bid  
Carpet Removal and VCT Replacement at Holston Middle & Elementary School

**I. INTRODUCTION**

The Sullivan County Purchasing Department is requesting sealed bids on behalf of the Sullivan County Department of Education for Carpet removal and VCT Replacement at Holston Middle & Elementary School located at 2348 Highway 75, Blountville, Tennessee 37617. **This project is funded by Cares Act 2.0 and requires Davis-Bacon wage determination.**

**This sealed bid in the original copy, subject to the terms and conditions set forth, will be received by the Purchasing Agent until 2:00 p.m., Eastern Time on June 15, 2021,** at which time will be publicly opened in the office of the Purchasing Agent, 3411 Hwy. 126, Suite 201, Blountville, Tennessee. **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  
Phone: (423) 323-6400**

Bid envelope shall be clearly labeled as follows:

**ITB #E1412106(KD) Carpet Removal and VCT Replacement at Holston Middle & Elementary School**

A **Pre-bid meeting** will be held on **Tuesday, June 8, 2021 at 10:00 a.m.** Interested bidders to meet at the Holston Middle School office located at 2348 Highway 75, Blountville, TN 37617.

**II. PROPOSAL SUBMISSION**

**1. PROPOSAL DELIVERY, TIME & DATE**

All proposals submitted by sealed envelope, shall be plainly marked "ITB #E1412106 Carpet Removal and VCT Replacement at Holston Middle and Elementary School along with the proposer's business name and address to the Sullivan County Purchasing Department at the following address:

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

- a. **If Bid Pricing is over \$25,000 the bidder's name, license number, classification of license, and date of expiration must be placed on the outside of the envelope containing the contractor's bid per T.C.A. §62-6-119.** The bid will not be considered if any of the preceding does not appear on the outside of the envelope. The envelope must be sealed.
- b. Proposal 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 their proposal is received by the Sullivan County Purchasing Department by the specified time and date. There will be no exceptions!! Date of postmark will not be considered. Facsimile or e-mail proposals will not be accepted.
- c. Proposals received after that date and time will not be accepted and shall be returned to the bidder unopened. Proposals will be publicly opened, and results made available following the deadline for receiving proposals.
- d. 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.
- e. Sullivan County reserves the right to accept or reject any/all proposals and to waive any informalities or irregularities and/or to reject a bid from any responding vendor who, in the judgment of the purchasing agent, is not in a position to perform the contract, and/or to reject a bid based on unacceptable provisions of a responding vendor's contract.
- f. Sullivan County reserves the right to reject the proposal of any proposer who previously failed to perform adequately for Sullivan County or any other governmental agency.

## 2. **APPLICABILITY**

- a. All items listed under the Instructions to Bidders apply unless otherwise stated in the specifications.
- b. These conditions are applicable and form a part of the contract documents for equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and bid/proposal forms issued herewith.

### 3. INSTRUCTIONS

- a. A complete bid/proposal will consist of one (1) original of the bid/proposal submittal documents in a sealed envelope.
- b. **Bid Guaranty** - Each bid must be accompanied by a Bidder's Bond, executed by the Bidder and Surety Company licensed to do business in the State of Tennessee, or a certified check, in the sum of not less than five percent (5%) of the amount of the bid made payable to Sullivan County Trustee, and including the consideration of additive alternates, if any. Certified checks will be deposited by Sullivan County and refunded within ten (10) days after opening of bids with the exception of the two (2) lowest bidders. The remaining bid bonds or refund checks will be returned promptly after the Owner and the accepted bidder have executed the contract or, if no award has been made within thirty (30) days after the bid opening date, upon demand of the bidder of his bid. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) calendar days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
- c. The successful bidder will be required to execute the **Performance and Payment Bonds** in the amount equal to One Hundred Percent (100%) of the Contract Price.
- d. All bid/proposal submittal documents to include the following:
  - Pricing
  - Vendor Information/Signed Bid
  - No Contact/No Advocacy Affidavit
  - Non-Collusion, independent price determination, non-discrimination, non-debarment & lobbying affidavit
  - Required Contract Provisions for Non-Federal Entities
  - Drug-Free Workplace
  - Background Affidavit
  - Iran Divestment Acc

### 4. CONFLICT OF INTEREST

- a. Proposer, by submitting a signed proposal, certify that no gratuity of any kind and no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Sullivan County as wages, compensations, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Proposer in connection with any goods provided or work contemplated or performed relative to the agreement.
- b. A breach of ethical standards could result in civil or criminal sanction and/or

debarment or suspension from being a supplier, contractor, or subcontractor under County contracts.

**III. GENERAL TERMS AND CONDITIONS**

1. **TAX EXEMPT:** Sullivan County is a tax-exempt entity. The successful vendor will be provided with an executed copy of a tax-exemption form.
2. **NO CONTACT POLICY:** From the period beginning on the date of the issuance of this ITB any contact initiated by a 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).
3. **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 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).
4. **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.
5. **DAVIS BACON ACT:** The Davis Bacon Act is required for this project due to federal funds provided by Cares 2.0. The Davis Bacon Act requires all contractors to pay their workers minimum wages for various classifications of workers as determined by the Department of Labor for the region. Wage determinations attached.

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

6. **COPELAND ANTI-KICKBACK ACT:** Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The Contract shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above (1) and such other clauses as may, by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5,12,

7. **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. §1352 (as amended):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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. **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all

instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

10. **GOVERNING LAW:** This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Sullivan County, Tennessee. The Courts in Sullivan County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
11. **EQUAL OPPORTUNITY CLAUSE:** During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicants for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12. **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless all departments of Sullivan County Government, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

13. **VENDOR PERFORMANCE:** If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Sullivan County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.

Sullivan County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Sullivan County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Sullivan County reserves the right to purchase its requirements elsewhere, with or without competitive bid.

14. **BREACH OF CONTRACT:** A party shall be deemed to have breached the contract if any of the following occurs:

- Failure to provide the services that conform to contract requirements.
- Failure to maintain/submit any report required hereunder.
- Failure to perform in full or in part any of the other conditions of the contract.

15. **CONTRACT TERMINATION FOR CAUSE:** If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates



any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contract to the next lowest bidder or bidding again.

16. **CONTRACT TERMINATION FOR CONVENIENCE:** The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
17. **ACCESS TO THIRD PARTY CONTRACT RECORDS:** All contractors are required to retain all books, records, and other documents relative to the agreement for three (3) years after final payment and all other pending matters are closed. Contracts must agree that the School Authority, the State Agency, or Comptroller General may have full access to review any books, documents, papers, and records that directly pertain to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until state matter is closed (2 CFR 200.324).

The school Authority shall agree to retain all books, records, and other documents relative to the award of the contract for three years after final payment. Specifically, it shall maintain, at a minimum, the following documents:

- Method of procurement
- A copy of the original solicitation
- The selection of contract type
- The bidding and negotiation history and working papers.
- The basis for contractor selection
- The basis for award cost or price
- The terms and condition of the contract
- Any changes to the contract and negotiation history
- Billing and payment records
- A history of any contractor claims, and
- A history of any contractor breaches

18. **IRAN DIVESTMENT ACT:** 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 Tennessee Code Annotated §12-12-106.

19. **NON-CONFLICT STATEMENT:** Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Sullivan County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
20. **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.
21. **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.
22. **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.
23. **RELATED COSTS:** Sullivan County is not responsible for any costs incurred by any vendor pursuant to the RFP. The proposer shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
24. **WAIVING OF INFORMALTIES:** Sullivan County reserves the right to waive minor informalities or technicalities in the proposal when it is in the best interest of Sullivan County.
25. **AWARD OF CONTRACT:** Sullivan County reserves the right to accept or reject any and all bids/proposals and to waive any irregularities or informalities in any bid/proposal or in the bid/proposal process. The contract will be awarded to the lowest, responsible, compliant bidder meeting the specifications and scope of work and whose bid/proposal is most advantageous to the Sullivan County Department of Education.
27. **VENDOR PROTEST PROCEDURE:** If a prospective vendor does not agree with a bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Sullivan County Purchasing Agent no later than

seven (7) days from the date of bid award. The steps for dispute resolution may include:

- A meeting with the Purchasing Agent, the requisitioning department's manager, and representatives from the disputing party to discuss and resolve the complaint.
- Information from the aforementioned meeting will be forwarded to the County Attorney for review.
- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

28. **QUESTIONS/ADDENDA:** Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.

Any questions concerning this Invitation to Bid shall be directed to Kristinia Davis at [kris.davis@sullivancountyttn.gov](mailto:kris.davis@sullivancountyttn.gov). Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

## V. **SPECIAL TERMS & CONDITIONS**

1. The selected contractor will be required to maintain the insurance requirements as specified below and to submit a certificate of insurance and additional certifications as a part of the contract.
  - a. **Comprehensive General Liability Insurance.** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of the contract comprehensive general liability insurance issued by a responsible insurance company and in a form acceptable to Sullivan County. Coverage for Contractor on an occurrence basis against claims for bodily injury, death, or property damage shall include combined single limits of not less than one

million dollars (\$1,000,000.00) per occurrence with an annual aggregate limit of not less than two million dollars (\$2,000,000.00).

- b. **Automobile Liability Insurance.** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of the contract automobile liability coverage in the minimum amount of one million dollars (\$1,000,000.00) combined single limits for bodily injury, death, or property damage.
- c. **Workers' Compensation Coverage.** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of the Contract full and complete workers' compensation coverage as required by the laws of the State of Tennessee.
- d. **Errors and Omissions Insurance.** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of the Contract emergency care services professional liability coverage, including, but not limited to, coverage for claims and damages alleged to have been caused by the professional negligence of Contractor's employees, in the amount of not less than two million dollars (\$2,000,000.00) per occurrence with an overall aggregate limit of not less than five million dollars (5,000,000.00) for claims for bodily injury, death, or property damage.
- e. **Certificates of Insurance.** Prior to commencement of Contract Services by the Contractor, the Contractor shall provide Sullivan County with certificates of insurance on all of the above policies of insurance verifying that all insurance policies are in place and effective as of the commencement of the Contract and shall thereafter provide renewals thereof in forms acceptable to the County. Said insurance policies shall be endorsed to provide, that Sullivan County and its agents be named as an additional insured under the policies related to this Contract. Sullivan County shall be notified in writing of any reduction, cancellation, or substantial change of any policy or policies listed above at least thirty (30) days prior to the effective date of said action.

## 2. 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.

**VI. SCOPE OF WORK**

The contractor shall:

1. Remove old carpet and base from classrooms and replace with new VCT. Contractor is responsible for legal disposal of all materials.
2. There is approximately 41,000 sq. ft., contractor will be responsible for taking all measurements of areas to be replaced for accurate measurements.
3. Awarded contractor must provide to Maintenance Supervisor samples of the product with a color scheme to match existing tile and classroom color.
4. Bid pricing is to be submitted on a lump sum cost and cost per square foot.
5. One year workmanship and material warranty from date of completion.
6. Project completion is July 10, 2021.

**PRICING**

Total Lump Sum Cost \$\_\_\_\_\_

Cost per Sq. Ft. \$\_\_\_\_\_

Estimated Completion Time\_\_\_\_\_

State Date After Receipt of Order\_\_\_\_\_

**Note:** Price Quotation shall be guaranteed for a minimum of sixty (60) days from opening date. Terms of payment are “Net 30 days” and shall include all labor, installation, shipping, freight, handling, or any other associated costs for work completion.

**#E1412106(KD) – Carpet Removal and Vinyl Composition Tile Replacement  
at Holston Middle & Elementary School**

**VENDOR INFORMATION SHEET**

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name: \_\_\_\_\_
2. Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
3. Contact Person (Please Print) \_\_\_\_\_
4. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
5. Vendor's e-mail address \_\_\_\_\_
6. Authorizing Signature \_\_\_\_\_
7. Title of Person Signing Bid \_\_\_\_\_
8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)  
Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_

**THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED, & RETURNED IN YOUR BID.**

**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, 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: \_\_\_\_\_

**NON-COLLUSION, INDEPENDENT PRICE DETERMINATION,  
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin, or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Sullivan County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

\_\_\_\_\_ African American Owned

\_\_\_\_\_ Caucasian Owned

\_\_\_\_\_ Native American Owned

\_\_\_\_\_ Other Owned

\_\_\_\_\_ Asian Owned

\_\_\_\_\_ Hispanic Owned

\_\_\_\_\_ Woman Owned

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED, & RETURNED IN YOUR BID.**



**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER  
FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200**

**Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the Federal Rule above, when Sullivan County Department of Education expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Sullivan County Department of Education resulting from this procurement process.

Does Vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative of Vendor

**Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule as above, when federal funds are expended by Sullivan County Department of Education, the vendor certifies that during the term of an award for all contracts by Sullivan County Department of Education member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule as above.

Does Vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative of Vendor

**Certification of Compliance with Buy America Provision:** Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in

accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative of Vendor

**THIS FORM MUST BE INITIALED & RETURNED IN YOUR BID.**

**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 childcare 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