

SULLIVAN COUNTY PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS
RFP 14818001(KD)

Replacement and Installation of New Seating
“Little Theater” at Sullivan South High School

Proposals to be received by 2:00 p.m., E.S.T.
Wednesday, April 4, 2018

Pre-bid at Jobsite
Wednesday, March 28, 2018 @ 1:00 p.m.

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 Proposals

**Replacement and Installation of New Seating
“Little Theater” at Sullivan South High School**

Introduction	Pg. 3
Vendor Information	Pg. 4
General Terms & Instructions	Pg. 5-7
Project Overview	Pg. 8
Cost Analysis	Pg. 9
Exhibits A – D	Pg. 10-13

SULLIVAN COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS
RFP #14818001(KD)

Proposals Due By: Wednesday, April 4, 2018 @ 2:00 p.m.

INTRODUCTION

The Offices of the Sullivan County Purchasing Agent is requesting proposals on behalf of the Sullivan County Department of Education for the replacement and installation of new seating in the “Little Theater” located at Sullivan South High School, 1236 Moreland Drive, Kingsport, TN 37664.

To be considered, proposals must be received in the Sullivan County Purchasing Department no later than **2:00 p.m. E.S.T. on Wednesday, April 4, 2018**. Late proposals will not be considered. Sullivan County is not responsible for delays in mail deliveries.

Proposals must be returned in a sealed envelope via mail, courier or in person. Phone, fax or electronic responses are not acceptable. Responses will be accepted by the Purchasing Agent only until the day/time designated above, at which time they will be publicly opened. Responses must clearly identify RFP #14818001(KD) Replacement and Installation of New Seating on the outside of the envelope, be presented in original format, be completed in totality and bear the handwritten signature of a duly authorized company representative. **LATE RESPONSES WILL NOT BE ACCEPTABLE!**

A **Pre-Bid Meeting** is scheduled on **Wednesday, March 28, 2018 at 1:00 p.m.** at Sullivan South High School (Meet by School Office), 1236 Moreland Drive, Kingsport, TN 37664.

Please review the following documents carefully. Proposers can submit questions regarding this Request for Proposal via e-mail to Kristinia Davis, Purchasing Agent via kris.davis@sullivancountyttn.gov no later than **Friday, March 30, 2018 by 2:00 pm EST.** Responses to the questions will be posted as an addendum.

Each page included in this Request for Proposal must be completed in its entirety.

Exhibit A of this RFP provides a “Company/Contractor” Affidavit, Exhibit B provides a “Background Affidavit”, Exhibit C provides a Drug-Free Affidavit and Exhibit D provides the Iran Divestment Affidavit. These Affidavits must be completed, signed, notarized if applicable and submitted with the proposal.

SULLIVAN COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS
RFP #14818001(KD)

Proposals Due By: Wednesday, April 4, 2018 @ 2:00 p.m.

VENDOR INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Person & Title _____
(Please Print)

Federal Tax ID # _____

Telephone Number _____ Fax Number _____

Email of Contact Person _____

Authorized Signature _____

Date of Signature: _____

General Terms and Instructions

1. All proposals shall be submitted sealed, plainly marked **“RFP #14818001(KD) Replacement and Installation of New Seating:** to the Sullivan County Purchasing Department at the following address:

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

2. Prospective proposers will have an opportunity to submit questions regarding this “RFP”. Questions must be submitted via e-mail to Kristinia Davis, Purchasing Agent via kris.davis@sullivancountyttn.gov no later than Friday, March 30, 2018 by 2:00 pm EST. Responses to the questions will be posted and can be located through the following link <http://www.sullivancountyttn.gov/node/73>. In no case will verbal communication override written communications or documentation.
3. Request for 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 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 electronic proposals will not be accepted.
4. 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. The original proposal, which has been signed, shall be considered the official copy of the RFP by Sullivan County.
5. Direct contact with other departments/offices other than authorized Sullivan County representatives on the subject of this RFP are expressly forbidden except with the foreknowledge and permission of Kristinia Davis, Purchasing Agent.
6. **Conflict of Interest:** 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. 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.
7. **Non-Collusion:** Vendors, by submitting the enclosed Affidavit, certify that the enclosed proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States Law. In addition, Sullivan County reserves the right to disqualify any RFP submittal, before or after opening, upon evidence of collusion with the intent to defraud or any other such illegal practices conducted by any responding firm. Any remedies in the firm’s response, including agreement, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of

Sullivan County shall be considered cause for rejection. In the County's sole judgment, failure to properly identify a conflict of interest may result in disqualification of a proposer or subsequent termination of the contract. During the performance of this contract, the contractor agrees to provide a drug free workplace.

8. **Title VI & VII of The Civil Rights Act:** It is the policy of Sullivan County Government that all its services and activities be administered in conformance with the requirements of Title VI & VII. By submission of the RFP, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.
9. **Taxes:** Sullivan County is exempt from sales tax. Certificates of tax exemption will be provided to the selected firm, upon request.
10. **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 failed to perform adequately for Sullivan County or any other governmental agency.
11. **Mistake in Proposals:** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice not later than forty-eight (48) hours after qualification proposals are opened.
12. **Addenda:** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any and 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.
13. **Proposal:** One (1) original and one (1) exact copy are due no later than the date indicated as the closing date and time of this RFP.
14. **Plans:** A link to the floor plan of the theater will be provided for proposers who request it. Please make your request to Kristinia Davis, Purchasing Agent at kris.davis@sullivancountyttn.gov
15. **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.
16. **Award/Reject:** Sullivan County reserves the right to award or reject any submittal that is considered to be in the best interest of the county, and Sullivan County reserves the right not to award this project to any submitter.
17. **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.
18. **Insurance Requirements:** The successful Contractor shall provide proof of and shall at all times during the term hereof, maintain valid and in-force insurance policies and with coverage limits as set forth below:

- a. Worker's compensation and employer's liability insurance with statutory coverage limits for the protection of all of Contractor's employees, including, without limitation, executive, managerial and supervisory employees, whether or not engaged in the performance of the Work.
- b. Such policies of insurance for each and every motor vehicle to be used by the Contractor in the performance of the Work (the "Motor Vehicles"), with such policies of insurance for Contractor's Motor Vehicles to include no less than \$1,000,000 in liability coverage.
- c. A policy of general liability insurance covering loss resulting from the Contractor's direct and indirect activities hereunder (including those activities of any of its subcontractors), and covering property damage and injury to any person (including death) which or who might be damaged or injured as a result of, in conjunction with, or arising out of Contractor's performance of the Work. Bodily Injury Liability coverage (including death) and Property Damage Liability coverage shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate per jobsite, project or location. This coverage shall be primary and non-contributory.
- d. Coverage requirements shall be evidenced by one or more certificates of insurance naming Owner as an additional insured, which certificates or policy endorsements shall provide that the policies represented thereby may not be (i) canceled, (ii) allowed to expire, or (iii) altered with respect to the substantial terms thereof except upon thirty (30) days prior written notice to Owner. For purposes of this paragraph, "substantial terms" shall be deemed to include, but shall not be limited to the coverage limits and deductible of the applicable policy.
- e. Contractor shall deliver the certificate(s) of insurance concurrently with its execution hereof. Any breach of the insurance provisions of this Agreement shall be a material breach hereof, and entitle Owner, at its discretion, to the immediate termination of same, without compliance with any of the advance-notice requirements imposed elsewhere herein.

19. 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.

REQUEST FOR PROPOSALS
RFP #14818001(KD)

Proposals Due By: Wednesday, April 4, 2018 @ 2:00 p.m.

PROJECT OVERVIEW

Sullivan County Department of Education is seeking proposals for the replacement and installation of new seating in the “Little Theater” located at Sullivan South High School, 1236 Moreland Drive, Kingsport, TN 37664.

General Conditions

1. The theater does not have a continuous sloped floor but is tiered. Current seating is fastened to the riser of each tier, new seating to be fastened to the floor of each riser. The Owner will be responsible for removing existing seating and carpet.

Audience Seating

1. Basis of Design; Owner preferred Quattro Performance Series, Ply-form 11- ply cross banded plywood by Hussey or a comparable product by one of the following:
 - a. American Seating
 - b. KI, Inc.

For any other product to be submitted a sample must be provided to the Owner, Sullivan County Department of Education for consideration and an addendum will be issued.

2. Row-Letter and Chair-Number plates; Stainless Steel with black embossed characters with row letter on top of aisle armrest.

Installation

1. Install seating in locations indicated and fasten securely to substrates according to manufacturer’s written installation instructions.
2. Install seating so moving components operate smoothly and quietly.
3. Install seating varied widths to optimize sightlines.
4. All minor abrasions and imperfections in finishes shall be repaired so to match the factory applied finish.
5. Replace damaged and malfunctioning components that cannot be acceptably repaired.

COST ANALYSIS

PRICE TO INCLUDE ALL SHIPPING CHARGES & INSTALLATION.

TOTAL PRICE \$ _____

QUOTE TERMS: _____

SPECIFY DELIVERY DATE: _____

EXHIBIT A - COMPANY/CONTRACTOR AFFIDAVIT

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 2018-1185. **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

EXHIBIT B - BACKGROUND CHECK COMPLIANCE FORM

Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the TBI and FBI for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the TBI and FBI.

TO BE COMPLETED BY RESPONDING CONTRACTOR

COMPANY or INDIVIDUALS (NAME) _____

ADDRESS _____

PHONE _____ FAX _____ LICENSE NUMBER/S _____

I agree to abide by Chapter 587 of 2007, as codified in Tennessee Code Annotated 49-5-413 and certify that I am authorized to sign. The undersigned further agrees if bid/contract is accepted, to furnish any/all Background Check Information on himself and all of his employees as required by law and/or at the request from the Office of the Sullivan County Purchasing Agent. I hereby agree to release all criminal history and other required information to Sullivan County, TBI and FBI in accordance with Tennessee law and further certify that all information supplied by me is true and accurate. I agree to release and hold harmless the above mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on all future employees associated with the performance of work defined in the bid/contract, pursuant to TCA and that neither I nor any employee of the Company is prohibited from direct contact with school children for the reasons enumerated in TCA 49-5-401 et seq.

SIGNATURE _____ TITLE _____

PRINTED NAME _____ DATE _____

TO BE COMPLETED BY NOTARY

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing for the purposes therein contained.

Witness my hand and seal at office this ____ day of _____, 20__.

Notary Public

My commission expires: _____

EXHIBIT C - 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: _____

Exhibit D

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