



SULLIVAN COUNTY PURCHASING
INVITATION TO BID
#531211(KD)
SULLIVAN COUNTY CIRCUIT COURT
COURTROOM BENCHES

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

March 25, 2021

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

**SULLIVAN COUNTY PURCHASING DEPARTMENT
INVITATION TO BID
#531211(KD)**

Proposals Due By: March 25, 2021 @ 2:00 p.m.

VENDOR INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Person & Title _____

(Please Print)

Telephone Number _____ Fax Number _____

Email of Contact Person _____

Authorized Signature _____

Date of Signature _____

1. **Purpose and Objective**

- A. The Office of the Sullivan County Purchasing Agent on behalf of the Sullivan County Circuit Court Clerk is accepting sealed bids until **Thursday, March 25, 2021 @ 2:00 p.m.** for Courtroom Benches including installation located at 140 Blountville Bypass, Blountville, TN 37617.

2. **General Information**

- A. This Invitation to Bid (ITB) will be made available to all interested Bidders upon request. The Bidder is advised to read this ITB in its entirety. Failure to read and/or understand any portion of this ITB shall not be cause for waiver of any portion of this ITB.
- B. The Bidder must offer a turnkey project, assuming full responsibility for providing the benches and installation of them.
- C. It is recommended that each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the work and fully inform himself as to the facilities involved, the difficulties and restrictions, if any attending the performance of the Contract. The successful vendor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to visit the site and acquaint himself with the conditions there existing and the Owner will be justified if rejecting any claim based on facts regarding which he should have been on notice as a result thereof. To schedule dates/times to view the work areas the Circuit Court Clerk, Bobby Russell can be contacted at 423-279-2752.

3. **Proposal Submittal**

- A. All proposals must be submitted on forms supplied in the bid package and shall be subject to all requirements of the ITB and these instructions to Bidders.
- B. If the Bidder chooses to submit his bid by mail, the Bid envelope should be placed inside another envelope which bears the mailing address below. The outside of the mailing envelope should be clearly labeled "**ITB 531211(KD) Circuit Court Courtroom Benches**". In order to receive consideration, the sealed proposal must be delivered to the Office of the Sullivan County Purchasing Agent on or before the day/time indicated.
- C. Proposals shall be addressed and delivered to:

Sullivan County Purchasing Agent
Attn: Kristinia Davis
3411 Highway 126
Blountville, TN 37617

- D. Any proposal received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the Sullivan County Purchasing Department on or before that date. 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.

- E. Sullivan County will not be responsible for any costs incurred by the Bidder in preparing and submitting its response to this ITB.
- F. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

4. **Interpretations or Addenda**

- A. Any inquiries or requests concerning interpretations, clarification or additional information pertaining to this proposal must be e-mailed to Kristinia Davis @ kris.davis@sullivancountyttn.gov by 5:00 p.m. Eastern time on Monday, March 22, 2021. In no case will verbal communication override written communication or documentation. Every interpretation made to a bidder will be in form of an Addendum to the Documents, and when issued, will be on file in the office of the Purchasing Agent. In addition, all Addenda will be e-mailed or faxed to each person holding bid documents, but it shall be the bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all bidders shall be bound by such Addenda, whether or not received by the bidder.

5. **Instructions to Bidder**

- A. The Bidder is advised to read this ITB in its entirety. Failure to read and/or understand any portion of this ITB shall not be cause for waiver of any portion of this ITB.

All proposals shall be submitted as follows:

- ITB (this document)
- Brochures, Pamphlets, Literature, etc.
- Warranty
- Price Proposal
- Compliance Affidavits

6. **Withdrawal of Proposals**

- A. Any submission of proposals may be withdrawn and/or resubmitted up until the date and time for opening of the bids. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) calendar days following the bid date.

7. **Insurance**

The successful Contractor shall provide proof of and shall always 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.

8. **Primary Insurance and Waiver of Subrogation**

- A. 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.

9. **Patent**

- A. The Contractor shall hold and save Sullivan County, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or sued in the performance of the Contract, including its use by Sullivan County, unless otherwise specifically stipulated in the specifications.

10. **Inclement Weather**

During period of inclement weather, the Purchasing Department will enact the following procedures with regard to solicitations and weather delays:

- A. If County offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Department, all solicitations due that same day will be moved to the next operational business day.
- B. The County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

11. **Licenses, Permits, Taxes**

- A. The price or prices for the services shall include full compensation for all taxes, permits, etc., that the bidder is or may be required to pay.
- B. Sullivan County is exempt from all State sales taxes. Tax exemption certificate will be supplied upon request.

12. **Warranties**

- A. Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty. Bidder shall be an authorized dealer, distributor or manufacturer for the product. All equipment that is bid/proposed shall be new.

13. **Non-Performance**

- A. Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract bid/proposal. Cancellation by the Purchasing Department may be made upon thirty (30) calendar day's written notice to the successful vendor. Sullivan County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- B. If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, Sullivan County reserves the right to:
 - 1. Purchase on the open market and charge the Bidder the difference between contract and actual price, or
 - 2. Deduct charges from existing invoice totals due at the time, or
 - 3. Cancel the contract within (30) days written notification.
- C. Sullivan County shall have the right to cancel for default all or any part of the undelivered portion of this order if vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the Sullivan County may have in law or equity.

14. **Award of Contract**

- A. 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 whose bid/proposal is most advantageous to the Sullivan County.

15. **Development of Specifications**

- A. Brands of equal quality or type are acceptable. Sullivan County reserves the right to make the final decision on comparable items. Be very certain that items upon which you bid/propose are equal to item listed. If you are submitting a substitute brand/manufacturer, include brochures, pamphlets, documentation, etc., with your proposal.
- B. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency.

16. **Scope of Work**

- A. Furnish and install Sauder Courtroom Furniture Courtroom Benches **(or equal)** for the Sullivan County Circuit Courtroom as per the following specifications.
- **A total of eight (8) benches at 24' long**
 - **Wood to be Northern Red Oak**
 - **Bench body: Solid plank oak contoured seat w/straight planked oak back**
 - **Bench End: Open "endless" end style**
 - **Floor Supports: Full length from floor to cap rail in solid oak**
- B. All work shall be performed by competent professionals and executed in a neat and professional manner providing a thorough and complete installation. Work shall be properly protected during construction. At completion, the installation shall be thoroughly cleaned, and all tools, equipment, obstructions, or debris present as a result of this work shall be removed from the premises.

SULLIVAN COUNTY PURCHASING

#53121(KD)

COURTROOM BENCHES

FOR: SULLIVAN COUNTY CIRCUIT COURT COURTROOM

COST ANALYSIS

The undersigned agrees to furnish all materials, installation, labor, and shipping/handling to provide courtroom benches for the Sullivan County Circuit Court Courtroom as per specifications and scope of work and in compliance with all local/state requirements.

Mfr. of Furniture Proposed: _____

Warranty: _____

Total Purchase Price \$ _____

Alternate #1 – Bench Body: Solid contoured seat and contoured back \$ _____

Alternate #2 – Custom match wood finish color to owner sample \$ _____

Indicate Anticipated Begin Date: _____

Indicate Anticipated Completion Date: _____

Note: Price Quotation shall be guaranteed for a minimum of ninety (90) days from opening date.

Vendor: _____

Authorized Agent (Print Name and Title) _____

Phone: _____ Fax _____ E-mail _____

Signature: _____ Date _____

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: _____

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: _____

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