

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT  
3411 HIGHWAY 126 – SUITE 201  
BLOUNTVILLE, TN 37617-0569

*KRISINIA DAVIS*  
PURCHASING AGENT

PHONE 423/323-6400

FAX 423/323-7249

[Kris.davis@sullivancountytn.gov](mailto:Kris.davis@sullivancountytn.gov)

REQUEST FOR PROPOSAL #G38134(KD)

**LEASE PURCHASE**

**OF**

**CORRECTIONAL VIDEO/CAMERA SYSTEM**

FOR

**SULLIVAN COUNTY SHERIFF'S OFFICE**

DUE ON OR BEFORE

**TUESDAY, OCTOBER 20, 2015 @ 2:00pm**

***(MANDATORY PRE-BID) THURSDAY, OCTOBER 8, 2015 @  
10:00am***

The Office of the Sullivan County Purchasing Agent will receive and open sealed RFPs for the Sullivan County Sheriff's Office until **Tuesday October 20, 2015@ 2:00pm** for a Sixty (60) month lease for a **TURNKEY CORRECTIONAL VIDEO/CAMERA SYSTEM TO PROVIDE ALL MATERIALS, EQUIPMENT, LABOR, CABLING, LICENSING, TRAINING, ETC FOR THE COMPLETE INSTALLATION OF A VIDEO & CAMERA SYSTEM AT THE SULLIVAN COUNTY SHERIFF'S OFFICE, 140 BLOUNTVILLE BYPASS, BLOUNTVILLE, TN 37617.**

The Office of the Sullivan County Purchasing Agent is soliciting this RFP on behalf of the Sullivan County Sheriff's Office from reputable service providers. The selected contractor will be the primary source for the following:

- Provide and install eligible products.
- Maintenance of approved and installed equipment and software.
- System improvements and upgrades to the approved installed equipment and software as necessary.
- Removal of existing equipment and wiring and placed in an on-site container as directed by SCSO staff.
- Running new fiber optic between the facilities.

**A MANDATORY PRE-BID MEETING IS SCHEDULED ON THURSDAY, OCTOBER 8, 2015 @10:00AM AT THE SULLIVAN COUNTY SHERIFF'S OFFICE (Meet at the front entrance of the Sheriff's Office Administration), 140 BLOUNTVILLE BYPASS, BLOUNTVILLE TENNESSEE. Interested contractors must attend this meeting to afford the opportunity to submit a priced proposal. IT IS THE RESPONSIBILITY OF EACH RESPONDING CONTRACTOR TO VISIT THE SITE DURING THE MANDATORY PRE-BID MEETING AND DETERMINE ACCURATE MATERIALS AND LABOR NEEDED TO COMPLETELY INSTALL THE CORRECTIONAL VIDEO/CAMERA SYSTEM AS DESCRIBED IN THESE DOCUMENTS AND IN COMPLIANCE WITH ALL LOCAL AND STATE BUILDING AND FIRE CODE REQUIREMENTS.**

RFPs must be presented in original format and in a **SEALED** envelope, clearly identifying **#G38134(KD)** on the outside. Telephone, fax and/or electronic responses are not acceptable! **All RFPs to be considered must be completed, signed and delivered to the Office of the Sullivan County Purchasing Agent at the address above on or before TUESDAY, OCTOBER 20, 2015 @ 2:00PM.** LATE RESPONSES WILL NOT BE CONSIDERED! Sullivan County is not responsible for delays in mail deliveries or courier services.

All RFPs must be offered in conformance to the language, specifications, terms and conditions stated herein and shall govern the award process unless otherwise amended in written form by the Purchasing Agent. Each RFP must be completed in totality and signed by an authorized agent of the responding contractor. Any erasures, strike overs and/or changes must be initialed in ink by the responding contractor, prior to submittal. Responding contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission and shall fully address the intent and meaning of each aspect of the RFP specifications.

It will be assumed that each responding contractor has made investigations to be fully informed as to the extent and character of the requirements. Failure to submit a RFP which conforms to the specified content and format requirements will be sufficient cause to disqualify the responding contractor. Additionally, material deficient or an incomplete response to the RFP will be cause to disqualify the responding contractor. Any/all exceptions to the RFP shall be submitted in writing and shall accompany the RFP submittal, entitled "EXCEPTIONS". Failure to comply will be cause to disqualify the vendor from award consideration.

SULLIVAN COUNTY PURCHASING DEPARTMENT'S ACTIVE TRADE REFERENCE GUIDE REGISTRATION AND GENERAL PROCUREMENT TERMS AND CONDITIONS FORM GPTC1004-14 ARE ENCLOSED. IF RESPONDING CONTRACTOR HAS NOT PREVIOUSLY COMPLETED AND FILED THESE DOCUMENTS WITH THE OFFICE OF THE COUNTY PURCHASING AGENT, PLEASE COMPLETE, SIGN AND RETURN THE DESIGNATED SIGNATURE PAGES WITH YOUR RFP RESPONSE.

**Any questions regarding the RFP document requirements shall be directed to KRISTINIA DAVIS @ 423/323-6400 (Purchasing Office) or [kris.davis@sullivancountytn.gov](mailto:kris.davis@sullivancountytn.gov).**

**Any questions regarding the equipment specifications shall be directed to JIM TUCKER @ 423/571-9944 or [jtucker@scsotn.com](mailto:jtucker@scsotn.com) or MARK HOLLOMON @ 423/765-8931 [mhollomon@scsotn.com](mailto:mhollomon@scsotn.com) (Sheriff's Office).**

The desired equipment must reasonably meet or exceed the specifications detailed in this RFP. Any item substituted must be a pre-approved equivalent (prior approval must be authorized by Jim Tucker or Mark Holloman at least 3 working days prior to the bid opening day/time). The manufacturer's name or brand, model or make used to describe an item or used to detail the specifications do not restrict contractors to that manufacturer, model or make. This means or method of description is used simply to indicate the character and quality of desired equipment. Equipment offered for consideration must be of equal character, quality and design, as well as serve the purpose for which it is intended, to meet or exceed the needs of Sullivan County Sheriff's Office. Any substitute equipment must be clearly indicated in the RFP, must have been pre-approved by Mr. Tucker or Mr. Holloman, must be referenced with the manufacturer's brand, model or make and must be accompanied by complete specifications. When no substitute reference is made in the RFP, it is understood that the responding contractor is offering and will furnish the exact equipment as detailed.

All items shall be delivered, uncrated, assembled and installed by the successful contractor. The successful contractor is responsible for all cleanup and removal of debris from the project site to include removal of existing equipment and wiring and placed in an on-site container as directed by SCSO staff.

Term of Lease will be for sixty (60 months). Payment will be made annually for five (5) years, beginning in Fiscal Year 2016, with a dollar buyout option. Invoices are required and must indicate the authorized purchase order number. The first invoice shall be submitted after the work has been 100% complete. Sullivan County is a government municipality within the State of Tennessee and is exempt from all local, state and federal taxes. A certificate of Tax Exemption will be issued to the successful contractor.

A number of factors will influence Sullivan County's decision in selecting the contractor. These factors include a technical evaluation based upon the contractor's ability to deliver these services in a timely manner. Equally important is a contractor evaluation based upon contractor reputation, service and support resources.

The Sullivan County Purchasing Agent on behalf of the Sullivan County Sheriff's Office will select the contractor based upon the best overall solution and value, and is not obligated to select the lowest price bidder.

The Sullivan County Purchasing Agent on behalf of the Sullivan County Sheriff's Office reserves the right to reject any or all bids or proposals. This RFP does not commit Sullivan County Sheriff's Office to any specific course of action. The Sullivan County Purchasing Agent on behalf of the Sullivan Sheriff's Office reserves the right to not select any vendor or purchase any goods or services resulting from this RFP.

Sullivan County and its officers, agents and employees, shall be held harmless from liability of any claims, damages and actions of any nature rising from the use of any materials furnished by the successful contractor, provided that such liability is not attributable to negligence on the part of the using agency and/or failure of the using agency to utilize the materials in the manner outlined.

Any remedies in a responding contractor's submittal, 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.

By submission of this RFP, the responding contractor certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.

Failure of Sullivan County Purchasing Agent to enumerate any Federal, State or County legislation in its entirety in this RFP is not cause for the responding contractor to exclude same.

## GENERAL REQUIREMENTS – RFP #G38134(KD)

Responding Contractor must submit a minimum of three (3) references including portfolio(s) of previous projects and/or any other significant document pertinent to the services to be rendered with bid proposal.

### **SURETY BID BOND**

In compliance with Tennessee Code Annotated §12-4-201, all responding bidders shall provide a Surety (Bid) Bond in the amount of **5% of the total purchase price**. The bid bond (accompanied by a Certified Power of Attorney) shall be issued by an authorized representative of the surety company and shall be presented with the responding vendor's RFP response.

The successful vendor will be required to submit a **Performance** bond in the amount of **100%** of the purchase price, prior to issuance of a purchase confirmation.

Responding Contractor shall be familiar with and agrees to observe and comply with all federal, state and local laws, statutes, ordinances and regulations of all authorities having jurisdiction over construction of a project and such will be deemed to be included in the contract as though written out in full.

Responding Contractor shall obtain all necessary permits, licenses, fees, certifications and/or instruments required, at his expense.

Responding Contractor must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provision of the contract.

Responding Contractor must covenant 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 commodities or performance of its services. Contractor shall not sub-contract any portion of the award of a purchase order or contract unless prior authorization has been granted by the Purchasing Agent.

Sullivan County and its officers, agents and employees, shall be held harmless from liability of bodily injury to persons or damage to property claims of any nature rising in connection with or collateral to a contract or agreement relative to construction, alteration, repair or maintenance of a building, structure, appurtenance and appliance, including moving, demolition and excavation connected therewith, provided that such liability is not attributable to negligence on the part of the County and/or failure of the County to utilize the materials in the manner outlined.

Selected contractor will be required to maintain Commercial General Liability Insurance, at its cost and expense for the duration of the awarded contract, against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, its subcontractors, agents, representatives or assigns. Prior to award of a contract, selected contractor must submit a copy of its current certificate of General Liability Insurance written by a competent Insurance Company currently authorized to do business in the state of Tennessee and must indicate the dollar limits per occurrence and the aggregate dollar limit, as well as the effective date and expiration date.

Acceptance of a purchase order guarantees that selected contractor will perform services in accordance to the specifications, terms and conditions under which it was awarded and within the time specified; guarantees services against defective material or workmanship; guarantees to furnish adequate protection from damage for all work or workmanship and to repair damages of

any kind, for which its workmen are responsible, to the premises or equipment, to its own work or to the work of other trade references, at no additional cost to Sullivan County.

RESPONDING CONTRACTOR MUST COMPLETE AND RETURN COMPANY/CONTRACTOR (NON COLLUSION) AFFIDAVIT.

- *THE ENCLOSED COMPANY/CONTRACTOR AFFIDAVIT FORM MUST BE SIGNED, NOTARIZED AND RETURNED TO THE PURCHASING AGENT WITH RFP.*

RESPONDING CONTRACTOR IS RESPONSIBLE FOR BACKGROUND CHECK OF ALL ITS EMPLOYEES IN COMPLIANCE WITH TCA 49-5-413 (AS AMENDED BY TN BILL 2048).

- *THE ENCLOSED BACKGROUND CHECK COMPLIANCE FORM MUST BE SIGNED, NOTARIZED AND RETURNED TO THE PURCHASING AGENT WITH RFP.*

RESPONDING CONTRACTOR MUST COMPLETE AND RETURN DRUG FREE WORKPLACE AFFIDAVIT IN COMPLIANCE WITH TCA 50-9-113.

- *THE ENCLOSED DRUG FREE WORKPLACE AFFIDAVIT FORM MUST BE SIGNED, NOTARIZED AND RETURNED TO THE PURCHASING AGENT WITH RFP.*

PRIOR TO ISSUANCE OF A PURCHASE ORDER AWARD, CONTRACTOR MUST FURNISH A CERTIFICATE OF GENERAL LIABILITY INSURANCE INDICATING SULLIVAN COUNTY AS AN ADDITIONAL INSURED.

- *ENCLOSE A SAMPLE COPY OF YOUR CURRENT LIABILITY INSURANCE BEHIND THE WARRANTY INFORMATION.*

## GENERAL SPECIFICATIONS – RFP #G38134(KD)

Below is a listing of features desired in regards to the Correctional video/camera system to be implemented. Please offer responses and reference the alpha-numeric number corresponding to each section.

- *Responses are to be enclosed directly behind this section.*

C.1 The quote must be for a turnkey video storage system solution and include pricing for a (a.) one year warranty plus an additional extended two (2) year warranty and (b.) a one year warranty plus an additional extended four (4) year warranty for both hardware and software, which shall commence upon system delivery. The warranty shall include all replacement parts as well as the labor necessary for any repairs covered under the warranty. This shall be a turnkey camera system installation and shall replace a legacy camera system that is currently in use. Detail how your proposed solution will achieve this as needed to provide full description. The solution should include all licensing required to achieve the desired goal.

C.2 The quote must include a minimum of 227 inside cameras and minimum of 23 outside cameras with outside IR illuminators as well as all the POE switches/power supplies necessary for installation. All cable will be cat6 for the cameras and the IR illuminators and shall be terminated to patch panels and cat6 jumpers to the POE switches. The camera ends and IR illuminators will be terminated with a cat6 jack and installed in a box and from the box will be a patch cable to connect into the cameras. Inside cameras must be vandal proof 1080P, outside cameras 5 MP. System quoted must have 30 day video retention. All cameras will be recording on motion @ 15 frames per second, recording goes to time lapse when no motion at 2 frames per second.

C.3 Sullivan County shall provide all workstations for client connectivity as far as playback & viewing with the exception of the guard shacks and booking area. Quote must include the installation of a 24 strand multi-mode fiber from the Main jail to the Extension. The cabling from the Main Jail to the Annex will be underground and the cabling from the Annex to the Extension will be above ground cabling run on existing poles. All cables and fiber must be tested and certified with a fluke meter. Test results to be approved by SCSO staff.

C.4 Responding contractor shall provide a detailed, priced equipment listing and a cost breakdown for labor/installation.

- *Listing to be enclosed directly behind the cost analysis sheet.*

C.5 The Contractor shall install all system components in accordance with the manufacturer's specifications, referenced practices, guidelines, and applicable codes. Furnish all necessary interconnections, services, and adjustments required for a complete and operable system as specified. User on-site training shall be provided for staff that will operate and maintain the system.

C.6 The Contractor shall be capable of service response within 4 hours, 365 days a year, 24 hours a day. Security Contractor must have a current Alarm Contractors License, qualifying agent in the State of Tennessee and be in good standing for the past 5 years. Security Contractor shall maintain General Liability and Workers Compensation Insurance in good standing during work.

**EXAMPLE EQUIPMENT LISTING – RFP #G381341(KD)**

Part Number	Quantity	Description
		<b>Products</b>
HD-NVR2-2ND-PS	5	Secondary redundant power supply installed in an HD NVR Server
15.0TB-HD-NVR2	5	Server, 15.0 TB Storage, 2U Rack Mount
Cam Lic Packs	260	Enterprise license and unlimited client connections
5.0-H3-BO1-IR-5.0	10	5.0 Megapixel HD Bullet, 3-9mm f/1.2 P-iris lens, Integrated IR
1.3L-H3-DO1-1.3	250	1.3 Megapixel (1024p) LightCatcher H264 Outdoor Dome, 3-9mm
H3-BO-JB	10	Junction box for the H3-BO-IR HD Bullet Cameras
	78	Cat6 Cable to Replace Coax
	750	Cat6Ends
	1	Misc, IE. Labels Hangers Zip Ties Ect
XGSW-28040HP	12	L2+ 24-Port 10/100/1000T 4-port 10G SFP+ Managed Switch
MTB-SR	8	10G SFP+ Fiber Transceiver (Multi-mode)
CB-DASFP-0.5M	7	10G SFP+ Direct Attach Copper Cable – 0.5M
	1	2 Post Rack
371-COROM3-TBAB-12	375	12 MM 50pf Fiber Freedom
372-COROM3-LTDF-12	1500	12 MM 50pf Fiber Freedom Armored
	4	Fanout kit
	4	Rack Box
	7	Bulk Heads
	4	LC crimp ends PK25
	1	PC for Guard 2
	4	Samsung 48" Commercial Display and Mounting Bracket
	2	Samsung 32" Commercial Display and Mounting Bracket
	1	Kramer HDMI Cables (PC to Display)
	1	Belkin Display Port to HDMI Adapter
	5	PC's for Booking and Guards
	4	Cat6 Wire Box
	6	Samsung 22" Commercial Display and Mounting Bracket
	1	Joystick Pro

**COST ANALYSIS SHEET**

**REQUEST FOR PROPOSAL #G38134(KD)**

**CORRECTIONAL VIDEO/CAMERA SYSTEM**

***INCLUDING***

A TURNKEY SOLUTION TO PROVIDE ALL MATERIALS, EQUIPMENT, LABOR, CABLING, LICENSING, TRAINING, WARRANTY ETC FOR THE COMPLETE INSTALLATION OF A CORRECTIONAL VIDEO/CAMERA SYSTEM AT THE SULLIVAN COUNTY SHERIF'S OFFICE LOCATED AT 140 BLOUNTVILLE BYPASS IN BLOUNTVILLE, TENNESSEE, AND IN CONFORMANCE TO THE LANGUAGE, TERMS, CONDITIONS, EXHIBITS AND ENCLOSURES PRESENTED IN THIS RFP.

**LEASE-PURCHASE PRICE**  
***REFLECT LEASE-PURCHASE PRICE***

Option A. - 60 MONTH LEASE with One Year Warranty plus an additional extended two (2) year warranty - INTEREST RATE @ \_\_\_\_\_% ANNUALLY @ \$\_\_\_\_\_ WITH PURCHASE OPTION OF \$1.00 AT END OF TERM.

Option B. - 60 MONTH LEASE with One Year Warranty plus an additional extended four (4) year warranty - INTEREST RATE @ \_\_\_\_\_% ANNUALLY @ \$\_\_\_\_\_ WITH PURCHASE OPTION OF \$1.00 AT END OF TERM.

***\*NOTE:*** A DETAILED, ITEMIZED AND PRICED LISTING OF MATERIALS AND EQUIPMENT AND A BREAKDOWN OF ALL LABOR /INSTALLATION COSTS ARE TO BE ENCLOSED BEHIND THIS DOCUMENT. ANY/ALL COSTS NOT REFLECTED IN THIS RFP RESPONSE WILL NOT BE CONSIDERED PART OF A PURCHASE ORDER AWARD.

**\*NOTE:**

ALL DELIVERY/INSTALLATION DATES MUST BE COORDINATED AND APPROVED BY JIM TUCKER OR MARK HOLLOMAN.

**THE UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR SUBMITTING RESPONSE TO THIS RFP. IT IS UNDERSTOOD THAT ALL LANGUAGE, SPECIFICATIONS, REQUIREMENTS, ENCLOSURES, TERMS AND CONDITIONS REFERENCED HEREIN ARE ACTIVE COMPONENTS OF THIS RFP.**

**CONTRACTOR NAME** \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE** \_\_\_\_\_  
(Please print)

**TITLE** \_\_\_\_\_

**TENNESSEE CONTRACTOR'S LICENSE NUMBER** \_\_\_\_\_

**CLASSIFICATION** \_\_\_\_\_ **EXPIRATION DATE** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_



OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT

**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 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 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 TO SULLIVAN COUNTY.

COMPANY NAME _____
NAME (PRINT) _____ PHONE _____
TITLE _____ FAX _____
SIGNATURE _____ DATE _____

<u>TO BE COMPLETED BY NOTARY</u>	
STATE OF _____	_____
COUNTY OF _____	_____
<i>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.</i>	
<i>Witness my hand and seal at office this ____ day of _____, 20____.</i>	
_____ Notary Public	
<i>My commission expires:</i> _____	

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT

**DRUG-FREE WORKPLACE AFFIDAVIT**

TO BE COMPLETED BY RESPONDING CONTRACTOR

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 TCA Section 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 TCA Section 50-9-113.

*Further affiant saith not.*

\_\_\_\_\_  
*Signature/Principal Officer*

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 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 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: \_\_\_\_\_

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT  
3411 HIGHWAY 126 – SUITE 201  
BLOUNTVILLE, TN 37617-0569

PHONE 423/323-6400

FAX 423/323-7249

**ACTIVE TRADE REFERENCE (VENDOR) GUIDE**

Any applicant wishing to become and/or remain an ACTIVE TRADE REFERENCE (VENDOR) with SULLIVAN COUNTY shall register with the Sullivan County Purchasing Agent's Office. Each applicant shall sign and return the Registration and Acceptance portions of the GENERAL PROCUREMENT TERMS AND CONDITIONS FORM #GPTC1004-14. The services requested in this RFP have been assigned NIGP code #920-15.

Once active trade reference status is established, it is the responsibility of each applicant/trade reference to update and communicate, in written form to the Sullivan County Purchasing Agent, any changes, additions, deletions or alterations to the information initially provided on the TRADE REFERENCE REGISTRATION FORM.

<b>REGISTRATION</b>		
NAME OF APPLICANT/TRADE REFERENCE _____		
PHYSICAL ADDRESS _____		
MAILING ADDRESS (If different from above) _____		
CITY _____	STATE _____	ZIP _____
CONTACT PERSON _____		TITLE _____
PHONE _____	FAX _____	eMAIL _____
LICENSE NUMBERS (If applicable): _____		
TYPE OF BUSINESS: CORPORATION-PARTNERSHIP-OTHER _____		

<b>SERVICES OFFERED BY APPLICANT</b>
<b>CORRECTIONAL VIDEO/CAMERA SYSTEM</b>

<b>SIGNATURE VERIFIES ACCEPTANCE OF ALL TERMS AND CONDITIONS</b>	
COMPANY REPRESENTATIVE: _____	TITLE: _____
PLEASE PRINT	
SIGNATURE: _____	DATE: _____
<b>COMPLETE, SIGN AND RETURN THIS PAGE WITH RFP</b>	

GENERAL PROCUREMENT TERMS AND CONDITIONS FORM #GPTC1004-14

REQUIREMENTS

1. Any applicant wishing to be considered as an active trade reference for Sullivan County shall complete an "ACTIVE TRADE REGISTRATION FORM" and verify acceptance of the "GENERAL PROCUREMENT TERMS AND CONDITIONS" by signing, dating and submitting to the Sullivan County Purchasing Agent.

If requested by the Sullivan County Purchasing Agent, applicant shall submit any information, including (but not limited to) portfolios of previous projects, bid bonds, performance/payment bonds, personal references listing, financial reports, certificates of insurance, copies of licenses/permits/certifications and/or any other significant data necessary to establish and/or maintain an active trade reference status.

NOTE: It is the responsibility of each applicant/trade reference to update and communicate, in written form to the Sullivan County Purchasing Agent, any changes, additions, deletions or alterations to the information initially provided on the "Active Trade Registration Form".

2. Any applicant who wishes to do business with Sullivan County shall agree to comply with the Sullivan County General Procurement Terms and Conditions listed herein and including all other related instructions, documents, data, etc. pertaining to the procurement of commodities and/or services.

3. All priced proposals, bids and/or priced quotes must be offered in strict conformance to all language, specifications, requirements, terms and conditions as solicited. Written priced proposals, bids and/or priced quotes must be presented in exact format as solicited. Written priced proposals, bids and/or priced quotes must be completed in totality and signed by an authorized agent of the responding trade reference. Any erasures, strike overs and/or changes to prices written in numerals shall be initialed by the representative of the responding trade reference. Failure to comply will be cause to disqualify award consideration.

4. All formal solicitations must be returned via mail, courier or in person on or before the opening day/time; telephone, fax or e-mail responses are not acceptable. Sullivan County is not responsible for delays by mail or courier. Late priced proposals, bids and/or priced quotes are not acceptable! Priced quotes solicited by fax, must be returned (by fax) to the appropriate procurement officer on the day/time designated.

5. The Sullivan County Purchasing Agent may conduct discussion with the responding trade reference for the purpose of facilitating an understanding of the information submitted.

6. The Sullivan County Purchasing Agent has the right to accept or reject any/all priced proposals, bids and/or priced quotes and to waive any informalities or irregularities and/or to reject a priced proposal, bid and/or priced quote from any responding trade reference who, in the judgment of the Sullivan County Purchasing Agent is not in a position to perform the services, and/or to reject a priced proposal, bid and/or priced quote based on unacceptable provisions of a responding trade reference. Sullivan County does not obligate itself to accept the lowest and/or any priced proposal, bid and/or priced quote. If all responses should be deemed unacceptable, the Sullivan County Purchasing Agent shall prepare a written determination outlining the nature of such rejection.

7. Priced proposals, bids and/or priced quotes may be submitted for all and/or part of the total quantities requested, unless otherwise noted in the priced proposals, bids and/or priced quotes.

8. Priced proposals, bids and/or priced quotes must be presented in the exact format as solicited and, if applicable, bear the handwritten signature of the responding firm's authorized representative. Failure to submit priced proposals, bids and/or priced quotes which conforms to the specified content and format requirements will be sufficient cause to disqualify trade reference. If required by the Sullivan County Purchasing Agent, trade references shall furnish satisfactory evidence of their ability to furnish commodities/services in accordance to the specifications, terms or conditions of the priced proposals, bids and/or priced quotes and shall submit brochure-type information, actual product samples or any other instrument requested. Failure to comply with any requirement, material deficient responses and/or incomplete responses will be cause to disqualify award consideration.

9. Proposals which are solicited for the purposes of qualifying trade references to provide specific services and/or professional services shall be presented to the Sullivan County Purchasing Agent in the same methods as priced proposals, bids and/or priced quotes. A qualifying proposal is generally the first task of a

multi-task solicitation, which requires certain data, enclosures and information for the purpose of identifying a trade reference's ability to supply and perform services. Qualifying information requested and received by the Sullivan County Purchasing Agent will remain confidential until proposal has been reviewed, determined compliant and recorded in written tabulation form. If directed by the Sullivan County Commission or any committee thereof, the Sullivan County Purchasing Agent will present the findings for discussion and/or recommendations, prior to proceeding to the next tasks (i.e. compliance, priced proposals, interviews, etc.) in the multi-task procurement processes.

10. The Sullivan County Purchasing Agent reserves the right to use all pertinent information (also learned from sources other than those disclosed in the priced proposal, bid and/or priced quote), that might affect Sullivan County's judgment as to the appropriateness of an award to the best evaluated trade reference. The information may be appended to the priced proposal, bid and/or priced quote evaluation process results. Information on a trade reference from reliable sources (and not within the trade reference's priced proposal, bid and/or priced quote) may also be noted and made part of the evaluation file.

11. Unless otherwise stated by the Sullivan County Purchasing Agent, no trade reference may withdraw any priced proposal, bid and/or priced quote within a period of sixty (60) days (or longer if specifically designated in the solicitation) after the day/time designated as the official deadline for accepting the priced proposal, bid and/or priced quote.

12. Priced proposals, bids and/or priced quotes shall be quoted FOB (delivered) Sullivan County locations, unless otherwise authorized by the Sullivan County Purchasing Agent. Additional charges for shipping, handling, freight, boxing, crating, drayage, etc. will not be acceptable, unless otherwise authorized by the Sullivan County Purchasing Agent.

13. It is the responsibility of each responding trade reference to ascertain that all requirements are satisfied and that all requests are presented and assembled in the format as solicited. It will be assumed that the trade reference has made investigations to be fully informed as to the extent and character of the requirements. If a trade reference is in doubt as to the true meaning of any part of the specifications, instructions, terms, conditions, drawings or other documents, he/she should request an interpretation from the Sullivan County Purchasing Agent. If the solicitation should require an addendum, the Sullivan County Purchasing Agent will forward same in writing to each trade reference to which solicitations were offered.

14. The successful trade reference pledges to Sullivan County that all commodities delivered and all services rendered shall conform to the proposal, specifications, drawings, instruments and descriptions furnished and/or incorporated by reference and will be of merchantable quality, good workmanship, free from defects and fit for the particular purpose purchased. The successful trade reference shall also extend all warranties to Sullivan County allowed under the U.C.C. and shall provide copies of such warranties to Sullivan County. Return of merchandise not meeting warranties shall be at the expense of the trade reference who originally supplied the commodities and/or services.

15. Warranty periods shall not commence until Sullivan County inspects and formally accepts the commodities and/or services. The terms, conditions and timing of acceptance shall be determined by the Sullivan County Purchasing Agent. Acceptance of commodities and/or services does not constitute a waiver of latent or hidden defects or defects not readily detectable.

16. Any statement or words (i.e. must, shall, will, etc) are declarative statements and trade reference must comply with this condition. Failure to comply will be cause to disqualify award consideration.

17. Any exceptions to the specifications in a solicitation must be offered in written form and entitled "exceptions", or as specifically instructed in the solicitation.

18. Any alteration, erasure, addition to, or omission of the solicitation must be properly noted and initialed prior to the day/time the priced proposal, bid and/or priced quote is due. Failure to comply will be cause to disqualify award consideration.

19. Unless qualified by the provision "no substitute", the use of the name of a manufacturer, brand, make or catalog description in specifying an item does not restrict trade references to that manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which priced proposals, bids and/or priced quotes are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally, as well as that specified. In submitting a priced proposal, bid and/or priced quote on a commodity other than as specified, trade reference shall

furnish complete data and identification with respect to the substitute commodity he proposes to furnish. Consideration will be given to substitute commodities, if such action is deemed to serve the best interest of Sullivan County. If a trade reference does not indicate that the commodity he proposed to furnish is other than as specified, it will be construed to mean that the trade reference proposes to furnish the exact commodity as described.

20. Where "no substitute" is stated in the solicitation, alternate brands/models will not be considered in the award process, unless otherwise prior approved by the user department(s) and authorized by the Sullivan County Purchasing Agent. Commodities identified as "no substitutes" are products that have been tested and justified to be superior in quality, workmanship and performance, based on the needs of Sullivan County user departments. It is at the sole discretion of any trade reference to offer free product samples to be tested and evaluated by the appropriate user department, to determine if an alternate brand/model meets or exceeds the specification criteria of a "no substitute" commodity. An alternate brand/model offered in a priced proposal, bid and/or priced quote identified as a "no substitute" commodity, that has not been offered for testing and evaluation prior to the solicitation deadline, will be cause to disqualify award consideration.

21. When alternate priced proposals, bids and/or priced quotes reveal more economical services, supplies or materials than those specified, the Sullivan County Purchasing Agent has the right to re-solicit in open market with modified specifications.

22. Prices must be offered per unit, by line item (when applicable) and extended based on the total quantities requested. When pricing is requested in form of specific case quantity, or in hundreds-thousands, it is the responsibility of the trade reference to offer pricing accordingly. Failure to extend the pricing in conformance to our solicitation will be cause to disqualify award consideration. In the event of a disparity between the unit and extended prices, the unit price shall prevail.

23. All prices, notations and/or corrections shall be written in ink and/or typed. Corrections made in any written priced proposal, bid and/or priced quote document must be initialed in ink by the individual signing same. Prior to the opening day/time, trade references can make price corrections on the outside of the envelope (if applicable) containing their written priced proposals, bids and/or priced quotes. Such price corrections will be read aloud by the Sullivan County Purchasing Agent during the public opening and recorded by the appropriate procurement officer for public record.

24. Prices shall be extended in decimals, not fractions. Prices must include all transportation and delivery charges fully prepaid by the trade reference to the Sullivan County destination specified in the priced proposals, bids and/or priced quotes, unless otherwise authorized by the Sullivan County Purchasing Agent.

25. Sullivan County is a government municipality within the State of Tennessee and is exempt from local, state and federal excise, transportation, sales and/or use tax for goods and services purchased for the exclusive use by its departments. The Sullivan County Purchasing Agent will furnish the successful trade reference with a properly executed exemption certificate. In certain circumstances where the Federal Identification Number is required, the Sullivan County Purchasing Agent will authorize same on a valid request form.

26. In the event cash discounts are offered by the trade reference, the discount date shall begin with the date of the invoice or the date of receipt of delivery of all commodities indicated on the purchase order/contract (whichever is the later date). If advantageous to Sullivan County, the Sullivan County Purchasing Agent will consider cash discounts during the evaluation process and award.

27. Tennessee Code Annotated allows cooperative purchasing between government entities within the State of Tennessee. Upon request from another government entity within the State of Tennessee, it will be at the discretion of the responding trade reference to offer identical commodities/services to such entities for the same costs offered to Sullivan County.

28. As approved by the governing board of Sullivan County, the Sullivan County Purchasing Agent enforces a compulsory "Procurement/Credit Card Policy" to any Sullivan County official and/or employee authorized to exploit any form of credit card transactions. The Policy requires the Sullivan County Purchasing Agent to determine the needs for credit, to approve any/all types of allowable credit, to establish credit limits, to maintain an active file of users and signed "Agreements" from authorized officials and/or employees and to execute any/all additions, deletions, changes or cancellations regarding credit card usages. Trade reference is responsible for verifying that any County official and/or employee who charges

commodities and/or services have been prior authorized by the Sullivan County Purchasing Agent. Payments for any commodities and/or services charged by an official and/or employee who have not been pre-authorized, will be the sole responsibility of the trade reference allowing the transactions. It is understood that a trade reference cannot create a credit card account for any official, employee, department and/or office of Sullivan County without prior approval from the Sullivan County Purchasing Agent. The initiation and/or issuance of credit card accounts, without authorization from the Sullivan County Purchasing Agent, will not be tolerated!

a. GENERAL PROCUREMENT

The Sullivan County Purchasing Agent allows general procurement by credit cards for certain commodities and/or services, if same is advantageous and/or cost effective to Sullivan County. Certain procurement officers selected by and working directly under the supervision of the Sullivan County Purchasing Agent who are familiar with the rules, regulations and policies are authorized to use credit cards for specific procurement transactions.

b. TRAVEL

The Sullivan County Purchasing Agent has established a Global Credit Card account to be used in concurrence with all travel related events. Selected officials and/or employees have been issued individual credit cards in their names, under our major billing account. These credit cards are not approved for general procurement.

c. FLEET FUEL

The Sullivan County Purchasing Agent has established a Fleet Fuel Credit Card account to be used in concurrence with fleet fuel purchases. Selected officials and/or employees have been issued individual fleet fuel cards in their names, under our major billing account. Fleet fuel cards are only approved for fuel purchases.

d. OTHER CREDIT CARD PROCUREMENT

The Sullivan County Purchasing Agent must pre-approve any/all procurement/credit cards offered by a trade reference for business purposes. Any trade reference who is interested in offering credit card merchant services to Sullivan County, must contact the Sullivan County Purchasing Agent and schedule an appointment to confer and corroborate all issues, terms and conditions, rules and regulations of Sullivan County's procurement/credit card policy. If trade reference administers credit card services without prior approval from the Sullivan County Purchasing Agent, trade reference is subject to removal from active status and denial of future procurement transactions with Sullivan County government.

29. A trade reference agrees to defend and save Sullivan County from and against all demands, claims, suits, costs, expenses, damages, and judgments based upon infringement of any patents relating to goods specified, or the ordinary use or operation of such goods by the county, or use or operation of such goods in accordance with trade reference's instructions.

30. Purchase orders and/or contracts will be made or entered into with the lowest, responsible, compliant trade reference meeting specifications for the particular grade or class of material, work, or service desired in the best interest and advantage to Sullivan County. Responsible trade references are defined as a trade references whose reputations, past performances, and business and financial capabilities are such that they would be judged by the Sullivan County Purchasing Agent to be capable of satisfying Sullivan County's needs for a specific purchase order and/or contract.

31. Sullivan County reserves the right to determine the award of a purchase order and/or contract either on the basis of the individual items or on the basis of all items included in the priced proposals, bids and/or priced quotes, unless otherwise expressly provided in the priced proposals, bids and/or priced quotes. Sullivan County reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part.

32. By submission of a signed priced proposal, bid and/or priced quote, the trade reference certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated there under.

33. It is the policy of Sullivan County that all its services and activities be administered in conformance with the requirements of Title VI of the Civil Rights Act. "Nondiscrimination in Federally Assisted Programs" – "No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

34. A trade reference agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or otherwise subjected to



discrimination in the performance of any services rendered to Sullivan County or in the employment practices of the Trade Reference.

35. A trade reference 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 commodities or performance of its services.

36. Any remedies in a priced proposal, bid and/or priced quote, including conformity, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of Sullivan County, will be cause to reject a priced proposal, bid and/or priced quote.

37. Failure of Sullivan County to enumerate any Federal, State or County regulation in a solicitation, is not cause for trade reference to exclude same.

38. A trade reference 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 commodities and/or services and shall obtain all necessary permits, licenses, certifications and/or instruments required.

39. All specifications requested and/or solicited for priced proposals, bids and/or priced quotes are minimum standards. Acceptance of samples does not supersede specifications for quality, unless sample is superior.

40. Samples (when required) must be submitted in accordance to instructions. If requested by the Sullivan County Purchasing Agent, samples (accompanied by descriptive data) shall be delivered within a specific time following the request and must be furnished free of charge. Failure to comply will be cause to disqualify award consideration.

41. When the solicitation indicates that an item to be purchased is to be equivalent to a specific product, said product and/or its specifications will be available for viewing. Failure on the part of a trade reference to examine product and/or its specifications shall not entitle trade reference to any relief from the conditions imposed in the priced proposal, bid and/or priced quote.

42. If successful trade reference fails to perform or comply with any provision of any terms, conditions, documents referenced and made part of a purchase order and/or contract award, the Sullivan County Purchasing Agent may terminate the purchase order and/or contract, in whole or in part and may consider such failure or noncompliance as a breach of contract. Sullivan County reserves the right to purchase its requirements elsewhere, with or without competitive priced proposals, bids and/or priced quotes.

#### **PROCUREMENT LIMITS**

43. When the amount of the purchase request is estimated under \$500 per requisition, the procurement officers shall secure pricing and availability from an active trade reference who can supply the commodity and/or service requested (such purchases do not require competitive pricing). If prior authorization is granted by the Sullivan County Purchasing Agent, procurement officers may issue purchase order number confirmations to user departments, via telephone, for the purpose of picking up commodities at the trade references' places of business.

44. When the amount of the purchase request is estimated between \$500 - \$4999, the procurement officers shall secure pricing and availability in open market from a minimum of three (3) trade references (if available) either by phone, fax and/or e-mail quotations. A written tabulation of priced quotes is prepared by the appropriate procurement officer and filed for public record.

45. When the amount of the purchase request is estimated at \$5000 and above, the procurement officers shall secure pricing and availability in open market from a minimum of three (3) trade references (if available) by soliciting a formal Request for Proposal and/or Bid Document. Newspaper advertisement is required. All Requests for Proposals and/or Bid Solicitations will be publicly opened on the day and time specified. Late RFPs and/or Bids are not acceptable! The public is encouraged to attend the openings. All documentation and tabulations will be available for public review after the solicitation information and prices have been evaluated and recorded.

46. When sole source purchases, emergency purchases and/or other exceptions to the procurement limits are applicable; same will be defined in each appropriate file for public record.

**AWARD**

47. Award will be made to the lowest responsible qualified trade reference. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of Sullivan County and the delivery terms will be taken into consideration in making the award.

48. The Sullivan County Purchasing Agent reserves the right to award by item (or part thereof), group of items (or parts thereof), or all items of the priced proposals, bids and/or priced quotes. The Sullivan County Purchasing Agent may award purchase orders and/or contracts to one or more trade references; to reject any and all priced proposals, bids and/or priced quotes in whole or in part; to waive technical defects, irregularities and omissions if in the best interest of Sullivan County.

49. The Sullivan County Purchasing Agent reserves the right to make awards within sixty (60) calendar days (or longer if designated in the solicitation) from the priced proposals, bids and/or priced quotes opening dates, unless otherwise authorized by the Sullivan County Purchasing Agent.

50. If an award, in whole or in part, is delayed beyond a period of sixty (60) days (or longer if designated in the solicitation); such award shall be conditioned upon trade reference's acceptance.

51. The successful trade reference shall not subcontract any portion of the award of a purchase order and/or contract, unless otherwise authorized by the Sullivan County Purchasing Agent.

**DELIVERY**

52. It shall be understood and agreed that any and all commodities and/or services offered to Sullivan County shall fully comply with all local, state and federal rules and regulations.

53. All commodities delivered will be new equipment/latest model, new materials and/or new supplies, except as otherwise specifically stated in the solicitation. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished. Reconditioned equipment, materials and/or supplies are not acceptable, unless otherwise authorized by the Sullivan County Purchasing Agent.

54. Delivery must be in accordance with the priced proposals, bids and/or priced quotes. If no specific delivery instructions are presented, it will be interpreted to mean prompt delivery. The decision of the Sullivan County Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the trade reference.

55. Any request for extension of time of delivery from that specified must be approved by the Sullivan County Purchasing Agent; such extension will be applicable to only the particular commodity that is delayed because of unexpected circumstances.

56. Commodities shall be securely and properly packed for shipment, according to accepted standard commercial practice. The containers will remain the property of Sullivan County unless otherwise stated in the solicitation and/or otherwise approved by the Sullivan County Purchasing Agent.

57. Deliveries are subject to recounting by our Central Receiving Department. If discrepancies exist, the trade reference will be notified. Backorders or re-shipment of defective commodities will be noted in writing. Payment will be made only after all items have been received, unless otherwise authorized by the Sullivan County Purchasing Agent. A written revision to the purchase order and/or contract will be processed by the appropriate procurement officer, indicating any/all changes.

58. The time anticipated by trade references for delivery of the items requested must be definitely stated in the priced proposals, bids and/or priced quotes. When time is critical to the award of a commodity and/or service, delivery/performance time may be a factor in determining such award, price notwithstanding.

59. Default by the trade reference concerning delivery as promised is subject to the following: the Sullivan County Purchasing Agent has the right to cancel and repurchase from another source due to non-delivery as promised, and may recover the excess costs by (a) deduction from an unpaid balance due (b) collection against the priced proposal, bid and/or priced quote or performance bond (c) combination of the aforementioned remedies or other remedies provided by law (d) open market purchasing and charging the trade reference the difference in his costs and another source's costs.

#### PAYMENT

60. Payment will be made only after the delivery and acceptance of all items, unless partial payments have been otherwise authorized by the Sullivan County Purchasing Agent. Payment will be made only after the presentation of all applicable invoices. All invoices shall be addressed to the accounting department address shown on the purchase order and must clearly indicate the purchase order number on all invoices. Invoices should be mailed in duplicate.

61. Payment for all delivered and accepted commodities/services shall be made to the trade reference in a timely manner, after the receipt of a correct invoice/statement. Where there is a question of non-performance involved, payment will be withheld. In the event cash discount is involved, the withholding of payment as provided herein shall not deprive Sullivan County from taking such a discount.

62. Payment for partial deliveries and/or services will only be considered if delivery circumstances are beyond the control of the trade reference and/or if prior authorization has been given by the Sullivan County Purchasing Agent.

63. Partial payments for contracts and services that are awarded on a timed-payment schedule will be made in accordance to the award, as authorized by the Sullivan County Purchasing Agent. Payments will be authorized only upon receipt of authorized documents reflecting appropriate payments for services rendered.

#### TRADE REFERENCE GUARANTEE

64. Acceptance of a purchase order and/or contract by a trade reference guarantees that said trade reference will perform services, supply commodities, etc. in accordance to the specifications, terms and conditions under which it was awarded and within the delivery time specified.

65. A trade reference who accepts a purchase order confirmation and/or contract award guarantees his services/commodities against defective material or workmanship and agrees to repair and/or replace (at the discretion of the Sullivan County Purchasing Agent) any damage or marring occasioned in transit.

66. A trade reference guarantees to furnish adequate protection from damage for all work or workmanship and to repair damages of any kind, for which its workmen are responsible, to the premises or equipment, to its own work or to the work of other trade references.

67. Whenever a delivery is rejected due to non-compliance of the terms and conditions of the services, commodities, etc. the trade reference shall be notified by the Sullivan County Purchasing Agent with reason(s) for such rejection. All rejected deliveries due to the fault of the trade reference shall be held at the trade reference's risk and same shall bear the expense of removal.

68. Changes in or cancellations to a purchase order and/or contract will not be acceptable unless otherwise authorized by the Sullivan County Purchasing Agent. Any/all changes to a purchase order and/or contract (description, pricing, terms, language, etc) will be recognized by a signed and printed "revision" and filed for public record.

#### TRADE REFERENCE EXPENSES

69. No fees are applicable to becoming an active trade reference in Sullivan County.

70. Sullivan County accepts no responsibility, whatsoever, for any expenses incurred in the preparation and/or presentation of any priced proposal, bid and/or priced quote. Such expenses are the sole responsibility of the trade reference offering commodities and/or services for award consideration.

71. Sullivan County accepts no responsibility, whatsoever, for any payments of credit card charges made by an unauthorized Sullivan County official and/or employee.  
(REFER TO SECTION 28 FOR EXPLANATION)

#### INAPPROPRIATION OF FUNDS

72. Sullivan County can only obligate funds during its current operating year. Funds are appropriated on a fiscal year basis; July 1<sup>st</sup> through June 30<sup>th</sup>. If a purchase order and/or contract is awarded on a multi-term basis (up to 60 months), the Sullivan County Purchasing Agent will renew at the beginning of each fiscal year, obligating only the 12 months of that current operating year. If funds are legally exhausted due to circumstances beyond Sullivan County's control and cannot be obligated past the current fiscal year, the Sullivan County Purchasing Agent has the right to terminate, upon the expenditure of previously appropriated funds or at the end of the current fiscal year (whichever occurs first), with no further obligation owed to and/or by either party and without penalty to either party.

73. In the event that funds are not appropriated for commodities and/or services in any fiscal year and/or insufficient funds exist for the purchase of commodities and/or services, the trade reference accepts that any existing purchase order and/or contract shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year (whichever occurs first), with no further obligation owed to and/or by either party and without penalty to either party.

<b>ACCEPTANCE OF TERMS AND CONDITIONS</b>	
SIGNATURE AUTHORIZATION IS CONFIRMATION THAT APPLICANT/TRADE REFERENCE UNDERSTANDS AND ACCEPTS ALL GENERAL TERMS AND CONDITIONS GOVERNING SULLIVAN COUNTY PROCUREMENT PROCESSES AND PLEDGES TO CONDUCT BUSINESS IN ACCORDANCE TO ALL PROPOSALS, SPECIFICATIONS, DRAWINGS, INSTRUMENTS AND DESCRIPTIONS FURNISHED AND/OR INCORPORATED BY REFERENCE TO ALL PRICED PROPOSALS, QUALIFYING PROPOSALS, BIDS AND/OR PRICED QUOTES.	
NAME OF TRADE REFERENCE (VENDOR):	_____
SIGNATURE:	_____ DATE: _____
<b>COMPLETE, SIGN AND RETURN THIS PAGE WITH RFP</b>	