

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

Kristinia Davis
PURCHASING AGENT

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REQUEST FOR PROPOSAL

RFP #E1600056(KD)

BLEACHER REPLACEMENT
FOR
EAST HIGH SCHOOL VISITOR SIDE

OPENING DATE: TUESDAY, JANUARY 5, 2016 (2:00PM)

The Offices of the Sullivan County Purchasing Agent is soliciting proposals for the manufacture, delivery, and installation of a permanent aluminum bleacher structure at Sullivan East High School football field. The new bleachers are to be installed in the same area as the existing bleachers. Sullivan County School Maintenance Department will install a concrete/pavement base for the new bleachers and will also remove existing bleachers.

Submission of your proposal must be in a sealed envelope and marked “East High School Visitor Side Bleacher Replacement” on the front of the envelope and delivered to the Sullivan County Purchasing Office, 3411 Hwy 126, Ste 201, PO Box 569, Blountville, Tennessee 37617.

Please review these documents carefully. Proposals submitted must include the attached vendor information sheet and requested documents.

Any questions regarding the proposal must be e-mailed to Kristinia Davis at kris.davis@sullivancountyttn.gov.

**SULLIVAN COUNTY GOVERNMENT
EAST HIGH SCHOOL VISITOR SIDE BLEACHER REPLACEMENT
BID NO. E1600056(KD)
BID OPENING: TUESDAY, JANUARY 5, 2016**

VENDOR INFORMATION

Vendor _____

Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Telephone Number _____ Fax Number _____

Email Address _____

Authorized Signature _____

Printed Authorized Name _____

Business License Number _____

**SULLIVAN COUNTY GOVERNMENT
ATTESTATION
REGARDING THE USE OF ILLEGAL IMMIGRANTS IN THE
PERFORMANCE OF ANY CONTRACT**

In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124), the undersigned Contractor/Vendor hereby attests, warrants and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the service of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract/purchase order.

Name of Contractor/Vendor_____

Federal ID Number or Social Security Number_____

Sullivan County Purchase Order Number or Bid Number_____

Date Attested_____

Signature_____

Printed Name_____

Title_____

Note: Individual signing must have contractual authority to bind the entity.

**SULLIVAN COUNTY GOVERNMENT
EAST HIGH SCHOOL VISITOR SIDE BLEACHER REPLACEMENT
BID NO. E1600056(KD)
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SECTION 1 GENERAL TERMS AND CONDITIONS

1. **ADDITIONAL INFORMATION:** ALL requests for additional information **MUST** be routed to the Sullivan County Purchasing Office, Kristinia Davis, Purchasing Agent at (423) 323-6400. Questions may be e-mailed to kris.davis@sullivancountyttn.gov
2. **BONDS:** A **bid bond equal to 5%** of the cost of the project shall be included with all proposals. A **payment bond and a performance bond equal to 100%** of the cost of the project will be required from the successful supplier/contractor.
3. **CONFLICT OF INTEREST:** Vendor, 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 Vendor 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.
4. **NON-COLLUSION:** Vendors, by submitting a signed proposal, 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.
5. **ILLEGAL IMMIGRANTS:** In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124) addressing the use of illegal immigrants in the performance of any contract to supply Goods or Services to Sullivan County, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For the purposes of this contract, “illegal immigrant” shall be defined as any person who is not either a United States Citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal Immigration laws

and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract.

Contractor/Vendor hereby attest, warrants, certifies, and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract of this contract/purchase order. The Contractor shall reaffirm this attestation, in writing; by completing and submitting a signed copy of the attached Attestation document with proposal documents and shall reaffirm in writing annually should this contract be eligible for renewal for the period of this contract.

Prior to the use of any subcontractor in the performance of this contract the contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to Sullivan County Government Officials upon request.

Failure to complete and return the attached attestation form will result in the disqualification of your proposal.

6. **DRUG-FREE WORKPLACE:** It is the policy of Sullivan County Government to operate in compliance with the Drug-Free workplace Act of 1988. The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace, on County premises is prohibited. Intoxication or use of alcohol while performing the duties of this contract is also strictly prohibited. Drug-Free Workplace Affidavit enclosed as exhibit "A" to be signed and returned with bid documents.
7. **BACKGROUND CHECK:** 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. Background Check Compliance Form enclosed as exhibit "B" to be signed and returned with bid documents.
8. **NON-DISCRIMINATION:** Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, or disability except where religion, sex, national origin, or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

9. **TITLE VI 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.
10. **TAXES:** Sullivan County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
11. **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.
12. **AWARD:** Award will be made to the most responsive, responsible proposer meeting specifications, who present the product or service that is in the best interest of Sullivan County. Sullivan County is not obligated to select the lowest price bidder and Sullivan County reserves the right not to award this proposal. **If an award is made construction is to be completed by August 1, 2016.**
13. **PROPOSER'S QUALIFICATIONS:** Proposers, upon request, must provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County may make investigations as are deemed necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish all such information and data for this purpose as the County may request. Sullivan County will make the final determination as to the Proposer's ability. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
14. **SUBCONTRACTING:** Sullivan County will award this proposal to one vendor. The successful vendor may not reassign the "award agreement", its obligations or rights" hereunder to any party without the written consent of Sullivan County Purchasing Agent. If the proposal includes the use of subcontractors, Proposers should identify the specific subcontractors and the specific requirements of the RFP for which each proposed subcontractor would perform services.
15. **SIGNING OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
16. **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.
17. **SUBMISSION OF PROPOSAL:** Proposal shall be enclosed in a sealed envelope and delivered to the Sullivan County Purchasing Department, 3411 Hwy

126, Suite 201, PO Box 569, Blountville, TN 37617. The Proposer shall show on the outside of the envelope proposal name. **Late proposals will not be accepted.**

18. **INFORMED BIDDER:** Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid document and the accuracy of pricing submitted. Failure to do so will be at the bidders own risk and they cannot secure relief on the plea of error.

SECTION II OBLIGATIONS, RIGHT AND REMEDIES

These terms and conditions shall be part of the contract. Sullivan County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. **MODIFICATIONS OR AMENDMENTS:** This contract resulting from this proposal may be modified only by written amendment and approved by the appropriate Local Government agency officials in accordance with applicable local and state laws, private acts, codes, rules, policies, and regulations. Modifications or amendments shall not be binding on Sullivan County without the prior written approval of the Sullivan County Purchasing Agent.
2. **SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
3. **COMPLIANCE WITH ALL LAWS:** By submitting a response to this RFP the vendor commits to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
4. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Sullivan County, Tennessee regardless of any language in any attachment or other document that the Vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Courts of Sullivan County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.
5. **DEFAULT:** If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Sullivan County may terminate this contract immediately in whole or in part, and may consider such failure or noncompliance a breach of contract. Sullivan County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Sullivan County shall constitute a waiver of

any such rights or remedies. In the event of termination for default, Sullivan County reserves the right to purchase its requirements elsewhere, with or without competitive proposal.

6. **CHILD LABOR:** Contractor agrees that no products will be provided or used under this Contract that have been manufactured or assembled by child labor.
7. **INDEMNIFY AND HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Sullivan County Government, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission of commission of Contractor, its subcontractors, suppliers, agents or employees.

The County will not indemnify, defend, or hold harmless in any fashion the Vendor for any claims, regardless of any language in any attachment or other document that the Vendor may provide.

8. **INSURANCE:** By submitting a proposal, the Proposer acknowledges that is has read and understands the insurance requirements for the proposal. The successful Contractor shall obtain and keep in force for the term of the project comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Proposer or any employee or subcontractor of Proposer. The successful Contractor must add Sullivan County Government as an insurance Certificate Holder.

The Contractor shall also keep in force for the term of the project, workers compensation insurance according to the statutory limits and guidelines for the State of Tennessee.

Submission of a copy of your insurance coverage should be included with our proposal. The successful Contractor must submit a copy of insurance coverage with Sullivan County as a Certificate Holder with 10 days of award; otherwise, the County may rescind its contract offer and award the contract to another proposer. These insurance requirements must remain in effect throughout the term of the contract.

9. **LIMITATION OF LIABILITY:** In no event shall Sullivan County be liable for any indirect, incidental, consequential, special or exemplary damage or lost profits, even if Sullivan County has been advised of the possibility of such damages.

10. **CONFORMANCE WARRANTY:** The vendor warrants the item(s) proposed will conform to the description *as proposed*, and applicable specifications, and shall be of good and merchantable quality for the known purpose for which it is sold.

11. **SCHEDULING A FACILITY VISIT:** All interested bidders are encouraged to schedule a site visit. To schedule a site visit please contact Charles Hubbard at 423-354-1151 Monday through Friday between the hours of 8:00 am and 3:30 pm.

SECTION III SCOPE OF WORK

1. **SCOPE OF WORK:** Proposals must include new elevated bleachers for the visitor side football field. Owner is looking for proposals that address the following:
 - a. ADA compliant seating
 - b. Bleachers that are approximately 15 rows high, 36'D, access from ends only and ramp on one end only.
 - c. Aluminum, seating capacity of 900-1000 spectators.

2. **STATEMENT OF PROPOSED WORK AND QUALIFICATIONS**
 - a. Provide Product Description
 - b. Provide complete engineered design drawings to bleachers including seating layout and seat count.
 - c. Schedule of work
 - d. Identify contracts the firm is currently undertaking of a similar nature (i.e. Bleachers and Grandstands) and has undertaken in the past (3) years and describe the type of services provided under each contract.

REQUEST FOR PROPOSAL

VENDOR RESPONSE FORM

DELIVER TO:

Sullivan County Purchasing Office
3411 Hwy 126 – Suite 201
PO Box 569
Blountville, TN 37617
Phone: 423-323-6400

Company: _____

Address: _____

Contact Person: _____ E-Mail: _____

Phone: _____ Fax: _____

The undersigned hereby declares, as Bidder, that he/she has reviewed all of the plans and specifications and is willing to comply with the Sullivan County School Department documents titled:

EAST HIGH SCHOOL VISITOR SIDE BLEACHER REPLACEMENT

Having considered all the conditions affecting material, transportation, and services necessary to complete the work set forth in the contract documents, in strict accordance therewith for the Bid Sum of:

Base Bid \$ _____ Dollars

Number of Seats _____

PLEASE READ AND SIGN:

1. Any deviation from specifications must be clearly noted. Only written specifications and instructions are valid.
2. The undersigned certifies that he/she is willing and able to furnish services in strict accordance with the requirements of this Request for Proposal.

Failure to sign below in ink may result in being rejected.

Signature: _____ Title: _____

Name: _____ Phone Number: _____

“Exhibit A”
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 B"
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: _____