

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

Kristinia Davis
PURCHASING AGENT

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Kris.davis@sullivancountyttn.gov

REQUEST FOR PROPOSAL

RFP #E14818SMS

**BOILER REPLACEMENT
FOR**

SULLIVAN MIDDLE SCHOOL

PRE-BID: TUESDAY, JULY 24, 2018 (10:00AM)

BID OPENING DATE: TUESDAY, JULY 31, 2018 (2:00PM)

The Offices of the Sullivan County Purchasing Agent is soliciting proposals for the removal and replacement of a gas fired boiler at Sullivan Middle School.

All RFPs to be considered must be signed and delivered to the Sullivan County Purchasing Agent's Office, 3411 Hwy 126, Suite 201, PO Box 569, Blountville, TN 37617 on or before Tuesday, July 31, 2018 (2:00 pm). Submission of your proposal must be in a **sealed envelope clearly identifying RFP #E14818SMS Boiler Replacement on the outside of the envelope**. Telephone, fax or e-mail responses are not acceptable. Late responses will not be considered.

A pre-bid meeting is scheduled for Tuesday, July 24, 2018 at 10:00 a.m. at Sullivan Middle School located at 209 Rosemont Street, Kingsport, TN 37660. All interested bidders are encouraged to attend the pre-bid meeting.

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
SULLIVAN MIDDLE SCHOOL BOILER REPLACEMENT
RFP # E14818SMS
BID OPENING: TUESDAY, JULY 31, 2018**

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
SULLIVAN MIDDLE SCHOOL BOILER REPLACEMENT
RFP # E14818SMS
BID OPENING: TUESDAY, JULY 31, 2018**

SECTION 1 GENERAL TERMS AND CONDITIONS

1. **SUBMISSION OF PROPOSAL:** All RFPs to be considered shall be submitted sealed, plainly marked "RFP # E14818SMS SULLIVAN MIDDLE SCHOOL BOILER REPLACEMENT" to the Sullivan County Purchasing Department at the following address:

Sullivan County Purchasing
3411 Hwy 126, Suite 201
PO Box 569
Blountville, TN 37617

If the bid price is over \$25,000 the Bidder's Name, Licensed Number, Classification of License, and Date of Expiration **must be placed on the outside of the envelope** containing the contractor's bid per T.C.A. §62-6-119. The bid will not be considered if any of the preceding does not appear on the outside of the envelope. The envelope must be sealed.

2. **ADDITIONAL INFORMATION:** ALL requests for additional information **MUST** be routed to the Sullivan County Purchasing Office, Kristinia Davis, Purchasing Agent at (423) 323-6404. Questions may be e-mailed to kris.davis@sullivancountyttn.gov
3. **CONFLICT OF INEREST:** 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. **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.
6. **TAXES:** Sullivan County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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 RFP # and proposal name. **Late proposals will not be accepted.**
12. **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.
13. **RELATED COSTS:** Sullivan County is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

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

payment of any claims as a result of, in conjunction with, or arising out of the performance of the Work. Contractor waives any and all of its subrogation rights against Owner, and any and all of its insurers in any such claims.

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. **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.
3. **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.
4. **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.

5. **CHILD LABOR:** Contractor agrees that no products will be provided or used under this Contract that have been manufactured or assembled by child labor.

6. **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.

7. **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.

8. **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.

SECTION III SCOPE OF SERVICES

1. **SCOPE OF SERVICES:** The awarded contractor will be required to remove existing boiler and install a new boiler that meets the minimum standards and regulations of the State of Tennessee. Awarded contractor must submit and secure all permits and inspections, including permit to install and all other permits required by the State of Tennessee and boiler inspection department.

2. **ANTICIPATED PROJECT TASKS:**
 - a. **Demolition:** Disconnect all wiring, piping, gas lines. Disassemble and remove existing Burnham sectional boiler, Model #V1113.

 - b. **Installation:** Provide and install a new appropriately sized gas fired boiler, connect to all existing steam lines. Reinsulate all steam and condensate pipe. **Complete specifications for boiler must be submitted with bid.**

c. **Start-Up:** Fill boiler and test fire for leaks. Make adjustments and perform final startup of boiler and designated employee of the Department of Education.

3. **COMPLETION: Project to be completed by Friday, September 28, 2018**

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:

SULLIVAN MIDDLE SCHOOL BOILER REPLACEMENT

Having considered all the conditions affecting material, installation, 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

Brand/Model: _____

Estimated Completion Date: _____

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: _____

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