

**SULLIVAN COUNTY PURCHASING**

**INVITATION TO BID  
#1412131(KD)**

**FOR**

**SULLIVAN EAST MIDDLE SCHOOL  
SITE LIGHTING**

**Proposals to be received by 2:00 p.m., Eastern Time  
March 31, 2021**

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

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## **Sullivan County Purchasing Invitation to Bid (ITB)**

### **1. Purpose and Objective**

The Offices of the Sullivan County Purchasing Agent on behalf of the Sullivan County Department of Education requests proposals for installation of site lighting at Sullivan East Middle School located at 4500 Weaver Pike, Bluff City, TN.

### **2. Instructions to Bidders**

Sealed bids will be received until **2:00 p.m. local time, Wednesday, March 31, 2021 at the Office of the Purchasing Agent of Sullivan County at 3411 Hwy 126, Suite 201**. All bids shall be publicly opened and read aloud at 2:00 p.m. the same day at the Office of the Purchasing Agent. **Late proposals will not be considered.** Proposals that arrive late due to the fault of the United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the County. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

3. Sealed bids to be mailed should be addressed as follows:

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

Bid envelope shall be clearly labeled as follows:

**ITB #1412131(KD) Sullivan East Middle School Site Lighting**

4. A **Pre-bid Conference** is scheduled at **10:00 a.m. local time on Wednesday, March 24, 2021**. All potential bidders will meet in the parking lot by the Athletic Fields at Sullivan East Middle School, 4500 Weaver Pike, Bluff City TN.

### **5. Addenda**

In no case will verbal communication override written communication or documentation. Prospective proposers will have an opportunity to submit questions regarding this "ITB". Every request must be submitted via e-mail to Kristinia Davis, Purchasing Agent at [kris.davis@sullivancountyttn.gov](mailto:kris.davis@sullivancountyttn.gov). Any inquiry received three (3) or more days prior to the date fixed for opening of proposals will be given consideration. Responses to the questions will be posted and can be located at the following link:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=37b55d57-2b40-462f-bd8e-5b80ab095ddd>

**6. Title VI & VII of The Civil Rights Act**

It is the policy of Sullivan County Government that all its services and activities be administered in conformance with the requirements of Title VI and VII. By submission of the ITB, the responding firm certifies compliance with Title VI and VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.

**7. Taxes**

Sullivan County is exempt from sales tax. Certificates of tax exemption will be provided to the selected firm, upon request.

**8. Bids**

- A. All bids must be submitted on forms supplied in bid proposal and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the bidder
- B. Bid Documents including the Bid and the Bid Guaranty and Compliance Affidavit(s) shall be submitted in a sealed envelope and bearing on the outside, the name of the Bidder, his/her address, the name of the project for which the bid is submitted, the contractor's valid Tennessee license number, classification of the license, and the date on which the license expires, otherwise the bid will not be considered. The bid envelope shall also bear a list of any major sub-contractors as follows, if any, and their respective Tennessee license numbers and expiration dates. (Mechanical, Plumbing, Electrical, Sprinkler, Masonry).
- C. Bids shall be addressed and delivered to:  
  
Sullivan County Purchasing Agent  
Attn: Kristinia Davis  
3411 Hwy 126 – Suite 201  
Blountville, TN 37617
- D. Bid envelope shall be clearly labeled as follows:

ITB #1412131(KD)  
SULLIVAN EAST MIDDLE SCHOOL SITE LIGHTING

**9. Bid Guaranty**

- A. Each bid must be accompanied by a Bidder's Bond, executed by the Bidder and Surety Company licensed to do business in the State of Tennessee, in the sum of not less than five percent (5%) of the amount of the bid.

- B. The successful bidder will be required to execute the Performance and Labor and Material Payment Bond in the amount equal to One Hundred Percent (100%) of the Contract Price.

10. **Company/Contractor Affidavit, Drug Free Workplace Affidavit, Background Check and Iran Divestment Act Affidavit**

- A. Each bidder submitting a bid to Sullivan County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, in the form herein provided, Compliance Affidavit(s), to verify compliance of these categories.
- B. Before executing any sub-contract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided herein.

11. **Statement of Bidder's Qualifications**

The County also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, verification of availability of personnel, and past performance records. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy Sullivan County that the bidder is qualified to carry out properly the terms of the Contract.

12. **Corrections**

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

13. **Opening of Bids**

At the time and place fixed for the opening of bids, Sullivan County will open and publicly read aloud every bid received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

14. **Withdrawal of Bids**

Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to the County for the services set forth in the proposal until one or more of the submissions have been duly accepted by the County.

15. **Award of Contract; Rejection of Bids**

- A. The bid will be awarded to the responsible bidder submitting the bid complying with the conditions of the ITB. The bidder to whom the award is made will be notified at the earliest possible date. Sullivan County, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest. Sullivan County reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities or any technicalities in the proposal when it is in the best interest of Sullivan County.
- B. The County reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the County deems necessary to make such a decision. If a Contract is awarded, it will be awarded by Sullivan County to the most, responsible, compliant bidder meeting specifications and for the work desired in the best interest and advantage to Sullivan County. The County shall be the sole judge of the proposals, and the resulting agreement that is in its best interest, and its decision shall be final.

16. **Changes in the Work**

- A. Sullivan County may make changes in the scope of the work required to be performed by the Contractor under the contract or making additions thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the Contractor from any of his obligations under the contract.
- B. Except for the purpose of affording protection against any emergency endangering health, life, limb, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the poles and lighting fixtures or supply additional labor, services or materials beyond that actually required for the execution of the contract, unless in pursuance of a written order from Sullivan County authorizing the Contractor to proceed with the change. No claim for an adjustment of the bid price, will be valid unless so ordered.

17. **Materials and Workmanship**

All workmanship, equipment, materials incorporated in the work shall be new and the best grade of the respective kinds of the purpose.

18. **Warranty**

Any and all warranties that apply must be stated on the cost analysis sheet.

**19. Permits and Codes**

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the local government.
- B. The Contractor shall at his own expense, secure and pay to the appropriate department of the local government, any fees or charges for all permits required if applicable by the local regulatory body or any of its agencies.
- C. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work embraced in this Contract.

**20. Accident Prevention**

- A. The Contractor shall always exercise proper precaution for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- B. The Contractor shall defend, indemnify and save harmless Sullivan County from any and all claims and suits for damages resulting from property damage, personal injury and/or death suffered or alleged to have suffered by any person or property arising out of an work conducted under this Contract caused by the acts or omissions of the Contractor, its agent, employees or subcontractors, excepting bodily injury or property damage caused by the sole negligence of Sullivan County, its agents or employees.

**21. Removal of Debris, Cleaning, Etc.**

The Contractor shall daily remove and legally dispose of all surplus excavated material and debris and keep the Project Area and public rights-of-way reasonably clear. Upon completion of work, he shall remove debris and unused materials provided for the work. The site of the work will be subject to prior approval of Sullivan County and existing State and local regulations.

**22. Inspection**

All materials and workmanship shall be subject to inspections, examinations by Sullivan County at any and all times while work is being performed and at any and all places where such manufacture is carried on. Sullivan County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area

and replaced with materials of specified quality without charge, therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, Sullivan County may contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of Sullivan County.

### 23. Insurance Requirements

The successful Contractor shall provide proof of and shall at all times during the term hereof, maintain valid and in-force insurance policies and with coverage limits as set forth below:

- A. Worker's compensation and employer's liability insurance with statutory coverage limits for the protection of all of Contractor's employees, including, without limitation, executive, managerial and supervisory employees, whether or not engaged in the performance of the Work.
- B. Such policies of insurance for each 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.

**24. 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 its subrogation rights against Owner, and any and all of its insurers in any such claims.

**25. Related Costs**

Sullivan County is not responsible for any costs incurred by any vendor pursuant to the ITB. The proposer shall be responsible for all costs incurred in connection with the preparation and submission of its proposals.

**26. Patent**

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

**27. Inclement Weather**

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

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

**28. Scope of Work for Site Lighting**

Contractor is to provide and install new outdoor site lighting per specifications below. This work will commence as soon as project is awarded to the selected vendor and the appropriate bonds are received by the purchasing agent. **Project completion date is July 23, 2021.**



## **Site Lighting**

### **Luminaire Fixture**

#### **American Electric Lighting (or equal)**

Total of 44-250 Watt EQ LED lights; 4 poles shall have quad fixtures and 2 shall be double fixtures, the remainder shall be single fixtures. Control shall utilize photocell.

### **Pole**

#### **HAPCO (or equal)**

Total of 30-35 ft Aluminum poles, dark bronze or black finish

All earth work trenches shall be repaired to conditions prior to trenching.

**Warranty: Minimum of 5-year warranty on fixtures; minimum of 1-year on workmanship and maintenance**

# **ITB Cost Analysis**

## **Sullivan East Middle School Site Lighting**

**1. Site Lighting Total Project Cost: \$\_\_\_\_\_**

Projected Completion Time:\_\_\_\_\_

## **Submission Forms**

# ITB SUBMITTAL

for  
East Middle School Site Lighting

**Proposals to be received by 2:00 p.m., Eastern Time; March 31, 2021**

The undersigned is an authorized representative of the company services indicated above and certifies that the information and accompanying documents in this ITB submittal are accurate and true.

The undersigned has read and understands the extent and character of the prerequisites and has conformed to the specified content and format requirements.

The undersigned further acknowledges that failure to submit an ITB which conforms to the specified content and format requirements will be sufficient cause to disqualify the company. Additionally, material deficient or incomplete response will be cause to disqualify the bid.

Legal Name of Proposer: \_\_\_\_\_  
PLEASE PRINT

Address: \_\_\_\_\_

Phone \_\_\_\_\_ / Fax \_\_\_\_\_ / E-Mail \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Tennessee Contractor's License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

**Note: Failure to use these response sheets may disqualify your submission.**

**OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT**

**COMPANY/CONTRACTOR AFFIDAVIT FORM 00010**

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 AWARDDING AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS INVITATION TO BID PROPOSAL (ITB), INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS ITB, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUAUFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE SULLVIAN COUNTY PURCHASING AGENT HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF SULLIVAN COUNTY.

This certification shall be included with the bid document 00300. Failure of this properly executed document to be included with the bid shall render the bid as incomplete and void.

COMPANY NAME \_\_\_\_\_

NAME (PRINT) \_\_\_\_\_ PHONE \_\_\_\_\_

TITLE \_\_\_\_\_ FAX \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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**(TO BE COMPLETED BY NOTARY)**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

*Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me based on 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:* \_\_\_\_\_

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: \_\_\_\_\_

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 childcare 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 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.

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Signature

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Date