

SULLIVAN COUNTY PURCHASING DEPARTMENT  
REQUEST FOR PROPOSALS  
RFP #14818186(KD)

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Repairs to Rock Springs Elementary Gymnasium Floor

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Proposals to be received by 2:00 p.m., E.S.T.  
Tuesday, April 17, 2018

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

Sullivan County Purchasing Department  
Request for Proposals

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**Repair to Rock Springs Elementary Gymnasium Floor**

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**INTRODUCTION**

The Offices of the Sullivan County Purchasing Agent is requesting proposals on behalf of the Sullivan County Department of Education for repairs to the existing gymnasium floor at Rock Springs Elementary School, 1238 Moreland Drive, Kingsport, TN 37663.

To be considered, proposals must be received in the Sullivan County Purchasing Department no later than **2:00 p.m. E.S.T. on Tuesday, April 17, 2018**. Late proposals will not be considered. Sullivan County is not responsible for delays in mail deliveries.

Proposals must be returned in a sealed envelope via mail, courier or in person. Phone, fax or electronic responses are not acceptable. Responses will be accepted by the Purchasing Agent only until the day/time designated above, at which time they will be publicly opened. Responses must clearly identify RFP #14818186(KD) Repairs to Rock Springs Elementary Gymnasium Floor on the outside of the envelope, be presented in original format, be completed in totality and bear the handwritten signature of a duly authorized company representative. **LATE RESPONSES WILL NOT BE ACCEPTABLE!**

Any vendor interested in visiting the site, contact Charles Hubbard to arrange a visit at (423) 354-1151 or via e-mail at [charles.hubbard@sullivank12.net](mailto:charles.hubbard@sullivank12.net)

Please review the following documents carefully. Proposers can submit questions regarding this Request for Proposal via e-mail to Kristinia Davis, Purchasing Agent via [kris.davis@sullivancountyttn.gov](mailto:kris.davis@sullivancountyttn.gov) no later than **Thursday, April 12, 2018 by 2:00 pm EST**. Responses to the questions will be posted as an addendum.

Each page included in this Request for Proposal must be completed in its entirety.

Exhibit A of this RFP provides a “Company/Contractor” Affidavit, Exhibit B provides a “Background Affidavit”, Exhibit C provides a Drug-Free Affidavit and Exhibit D provides the Iran Divestment Affidavit. These Affidavits must be completed, signed, notarized if applicable and submitted with the proposal.

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**VENDOR INFORMATION**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person & Title \_\_\_\_\_  
(Please Print)

Federal Tax ID # \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email of Contact Person \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## General Terms and Instructions

1. All proposals shall be submitted sealed, plainly marked “**RFP #14818186(KD) Repairs to Rock Springs Elementary Gymnasium Floor:**” to the Sullivan County Purchasing Department at the following address:

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

2. Prospective proposers will have an opportunity to submit questions regarding this “RFP”. Questions must be submitted via e-mail to Kristinia Davis, Purchasing Agent via [kris.davis@sullivancountytn.gov](mailto:kris.davis@sullivancountytn.gov) no later than Thursday, April 12, 2018 by 2:00 pm EST. Responses to the questions will be posted and can be located through the following link <http://www.sullivancountytn.gov/node/73>. In no case will verbal communication override written communications or documentation.
3. Request for proposals and amendments thereto, if received by the Sullivan County Purchasing Department after the date and time specified for opening, will not be considered. It will be the responsibility of the Proposer to see that their proposal is received by the Sullivan County Purchasing Department by the specified time and date. There will be no exceptions!! Date of postmark will not be considered. Facsimile or electronic proposals will not be accepted.
4. All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled. The original proposal, which has been signed, shall be considered the official copy of the RFP by Sullivan County.
5. **Conflict of Interest:** Proposer, 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 Proposer 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.
6. **Non-Collusion:** Vendors, by submitting the enclosed Affidavit, 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. In addition, Sullivan County reserves the right to disqualify any RFP submittal, before or after opening, upon evidence of collusion with the intent to defraud or any other such illegal practices conducted by any responding firm. Any remedies in the firm’s response, 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. In the County’s sole judgment, failure to properly identify a conflict of interest may result in disqualification of a proposer or subsequent termination of the contract. During the performance of this contract, the contractor agrees to provide a drug free workplace.

7. **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 & VII. By submission of the RFP, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.
8. **Taxes:** Sullivan County is exempt from sales tax. Certificates of tax exemption will be provided to the selected firm, upon request.
9. **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.
10. **Mistake in Proposals:** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice no later than forty-eight (48) hours after qualification proposals are opened.
11. **Addenda:** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.
12. **Proposal:** One (1) original is due no later than the date indicated as the closing date and time of this RFP.
13. **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.
14. **Award/Reject:** Sullivan County reserves the right to award or reject any submittal that is considered to be in the best interest of the county, and Sullivan County reserves the right not to award this project to any submitter.
15. **Related Costs:** Sullivan County is not responsible for any costs incurred by any vendor pursuant to the Request for Proposals. The proposer shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
16. **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 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.

**17. 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.

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**PROJECT OVERVIEW**

Sullivan County Department of Education is seeking proposals for repairs to the existing Rock Springs Elementary Gymnasium Floor located at 1238 Moreland Drive, Kingsport, TN 37668.

**Specifications**

1. Repair existing rubber floor as needed and sweep and clean for adhesive bonding.
2. Remove existing seating and reinstall.
3. Gym floor thickness 6.5 or greater in a wood look design (golden maple).
4. All seams shall be welded to create a monolithic and impermeable surface.
5. Repaint basketball court lines same size as current and two (2) four square court's game lines. (Colors to be determined)
6. Remove all baseboards and install new 6" black base.
7. Work can start June 1, 2018. **All work must be completed by July 31, 2018.**



**COST ANALYSIS**

PRICE TO INCLUDE ALL CHARGES, INSTALLATION, LABOR, ETC.

TOTAL PRICE \$ \_\_\_\_\_

QUOTE TERMS: \_\_\_\_\_

SPECIFY BRAND QUOTED: \_\_\_\_\_

SPECIFY COMPLETION DATE: \_\_\_\_\_

**EXHIBIT A - 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 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 REQUEST FOR PROPOSAL (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 SULLIVAN COUNTY.

This certification shall be included with the bid document 2018-1185. **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 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

**EXHIBIT B - 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: \_\_\_\_\_

EXHIBIT C - 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 D

**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