

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT

3411 HIGHWAY 126 – SUITE 201  
BLOUNTVILLE, TN 37617-0569

PHONE 423/323-6400

FAX 423/323-7249

**REQUEST FOR PROPOSAL #NHSFF115(CA)**  
**(MUST INCLUDE RFP# ON OUTSIDE OF ENVELOPE)**

**COMMODITY/SERVICE DESCRIPTION: WALK-IN FREEZER FLOORING**

**MANDATORY PRE-BID MEETING**

SULLIVAN NORTH HIGH SCHOOL @ MAIN OFFICE  
WEDNESDAY, NOVEMBER 8, 2017

**BID OPENING DAY:** NOVEMBER 15, 2017 **TIME:** 2:00PM

SULLIVAN COUNTY USER DEPARTMENT: DEPT OF EDUCATION

**THIS REQUEST FOR PROPOSAL (RFP) 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 THE RFP # 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!

SUBMISSION OF THIS RFP VERIFIES VENDOR'S ACCEPTANCE OF THE RFPs LANGUAGE, REQUIREMENTS AND THE GENERAL PROCUREMENT TERMS AND CONDITIONS FORM #GPTC1004-14.

*NOTE: IF FORM #GPTC1004-14 IS OMITTED FROM THIS RFP SOLICITATION, WE HAVE THE APPROPRIATE SIGNED DOCUMENTS FROM YOUR COMPANY. IF FORM #GPTC1004-14 IS ENCLOSED WITH THIS RFP SOLICITATION, PLEASE SIGN AND RETURN THE APPROPRIATE PAGES WITH YOUR RFP REPOSE. **By submisslon of this RFP/RFQ, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.***

ALL RFPs MUST BE OFFERED IN STRICT CONFORMANCE TO ALL LANGUAGE, REQUIREMENTS, TERMS AND CONDITIONS AND SPECIFICATIONS AS SOLICITED. FAILURE TO COMPLY WITH THE RFP PREREQUISITE WILL BE CAUSE TO DISQUALIFY SAME.

UNLESS OTHERWISE DESIGNATED, ALL PRICES OFFERED SHALL BE GUARANTEED FOR A MINIMUM OF SIXTY (60) DAYS FROM OPENING DATE. UNIT PRICES FOR GOODS/SERVICES SHALL BE QUOTED "NET 30 DAYS". EACH LINE ITEM PRICE MUST INCLUDE ALL CHARGES, INCLUDING SHIPPING, HANDLING, FREIGHT OR ANY OTHER COSTS ASSOCIATED TO THE DELIVERY TO THE DESIGNATED SULLIVAN COUNTY LOCATION. SULLIVAN COUNTY WILL NOT ACCEPT ADDITIONAL DELIVERY CHARGES AS A SEPARATE LINE ITEM. AWARDS MAY BE DETERMINED PER UNIT (LINE ITEM) AND/OR AS A TOTAL (WHOLE) AWARD; WHICHEVER IS IN THE BEST INTEREST OF SULLIVAN COUNTY. ALL GOODS PROVIDED TO SULLIVAN COUNTY SHALL BE FREE FROM DAMAGE/DEFECTS. GOODS DAMAGED IN TRANSIT BY COMMON CARRIER ARE THE SOLE RESPONSIBILITY OF THE VENDOR, INCLUDING ALL COMMUNICATIONS AND REPLACEMENT ARRANGEMENTS.

IF INFORMATION (SPECIFICATIONS, DATA SHEETS, ANALYSIS, DRAWINGS, ETC.) OR PRODUCT SAMPLES ARE REQUESTED IN THIS RFP, RESPONDING VENDOR MUST ENCLOSE/SUPPLY SAME. FAILURE TO COMPLY WILL BE CAUSE TO DISQUALIFY THE VENDOR FROM AWARD CONSIDERATION.

THE SULLIVAN COUNTY PURCHASING AGENT HAS THE RIGHT TO ACCEPT, REJECT, AWARD OR CANCEL ANY/ALL QUOTES AND TO WAIVE ANY INFORMALITIES OR IRREGULARITIES, IF SAME IS DEEMED IN THE BEST INTEREST OF SULLIVAN COUNTY. SULLIVAN COUNTY DOES NOT OBLIGATE ITSELF TO ACCEPT THE LOWEST AND/OR ANY QUOTE OFFERED.

DELIVERY DATE \_\_\_\_\_ TERMS: NET 30 DAYS  
(NOTE: DELIVERY TIME (DAYS/WEEKS/MONTHS) MUST BE INDICATED ... ASAP IS NOT ACCEPTABLE)

VENDOR: \_\_\_\_\_ REPRESENTATIVE: \_\_\_\_\_  
PLEASE PRINT

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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

**SULLIVAN NORTH HIGH SCHOOL  
WALK-IN FREEZER FLOOR COVERING & FREEZER FLOOR REPLACEMENT**

**RFP #NHSFF115(CA)**

**SUBMITTAL INSTRUCTION / CHECK LIST SHEET**

Proposals are requested for walk-in freezer floor covering & freezer floor replacement at Sullivan North High School located at 2533 John B. Dennis Bypass, Kingsport, TN 37660. Sealed competitive bids will be received **2:00 p.m.** local time on **Wednesday, November 15, 2017** in the office of the Purchasing Agent, 3411 Hwy. 126, Suite 201, P O Box 569, Blountville, Tennessee and at said time will be opened and read aloud. Any bids received after the scheduled closing time for receipt will be returned to the bidder unopened.

A **mandatory pre-bid meeting** will be held on **Wednesday, November 8, 2017 at 1:30 p.m.** Interested bidders will meet at North High School (Main Office), 2533 N John B Dennis Highway, Kingsport, TN 37660.

Inquiries may be e-mailed to Procurement Officer, Carolyn Amos @ [Carolyn.amos@sullivancountyttn.gov](mailto:Carolyn.amos@sullivancountyttn.gov)

**If 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.

**All responding contractors must submit their proposals in a sealed envelope plainly identified on the outside in the lower left corner with the Bid Name and RFP# NHSFF115(CA) .**

Successful vendor must comply with submitting signed **Drug Free Workplace Affidavit, Background Check Compliance Form, Company/Contractor Affidavit Form & Iran Divestment Act Affidavit** before purchase order can be issued.

**Bidder's Check List** Place an **(x)** by all areas to signify compliance.

- \_\_\_\_\_ Bid signed in ink by authorized company representative
- \_\_\_\_\_ Addenda initialed and returned with bid, if applicable
- \_\_\_\_\_ Bid prices, extensions and total verified as correct

**SULLIVAN NORTH HIGH SCHOOL  
WALK-IN FREEZER FLOOR COVERING & FREEZER FLOOR REPLACEMENT**

**RFP #NHSFF115(CA)**

**PRICE SHEET**

- 
- TOTAL COST OF FLOORING: \_\_\_\_\_

THE UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF THE VENDOR 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. FAILURE TO COMPLY WITH IS CAUSE TO DISQUALIFY AWARD CONSIDERATION.

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE (PLEASE PRINT) \_\_\_\_\_

TITLE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DATE: \_\_\_\_\_

**WALK-IN COOLER/FREEZER FLOOR COVERING &  
FREEZER FLOOR REPLACEMENT**

**SPECIFICATIONS**

Successful bidder to furnish and install a water, and slip resistant floor REINFORCED FREEZER FLOOR

The specification must meet or exceed the following:

**Scope of Work:** Successful bidder will provide flooring installation services and materials for the Customer in the area or areas specified and physically located at **Sullivan North High, 2533 N. John B Dennis Highway, Kingsport TN 37660**. Work Performed hereunder will be performed in accordance with BMI Installs, Inc. standard installation specifications.

**Limitations:** Any equipment in the area where floor is to be installed, that is required to be disconnected, moved and reconnected in accordance with flooring installation and schedule requirements, is the Customer's responsibility. The Customer will insure parties contracted by the Customer for renovation and/or equipment moving coordinate with the successful bidder services regarding job scope requirements and scheduling.

**Quality assurance**

- A. Installer Certification Requirements: a minimum of two years on-site training in heat-welding, custom base production, drain securement, and personnel management are required to earn installation certification.
- B. Single-Source Responsibility: To obtain First Choice® thermoplastic flooring supplier has been determined to possess adequate resources necessary to provide quantity, consistency and quality requirements in both appearance and physical properties without delay of project scheduling and/or deadline.
- C. Fire Performance Characteristics: Provided floor coverings with the following fire performance characteristics as determined by testing products per ASTM test method indicated below by Underwriters Laboratories, Inc. (UL) or another testing and inspection agency acceptable to authorities having jurisdiction. Floor must be NFS approved.

Abrasion loss.....0.20 grams  
Bacteria and Mildew Resistance ..... Pass..... ASTM G-21-09  
Coefficient of Friction (Slip Resistance) avg.  
Wet .88<sup>C</sup>..... Dry .92<sup>C</sup> ..... ASTM D1894-99 (Modified)  
Elongation ..... 100.0% min..... ASTM D412

|  |                             |              |
|--|-----------------------------|--------------|
| Embossing .....                                    | Face=Stipple....            | Back=Cloth   |
| <u>Fire Test (NFPA Class 1 Rated <sup>d</sup>)</u> |                             |              |
| Critical Radiant Flux .....                        | 0.50w/cm <sup>2</sup> ..... | ASTM E648-08 |
| Burn Distance .....                                | 40 cm .....                 | ASTM E648-08 |
| Shore "A" Hardness .....                           | 90 +/- 5 .....              | ASTM D2240   |
| Tensile Strength .....                             | 600 PSI (min) I. ....       | ASTM D412    |
| Thickness .....                                    | 0.250 inches ....           | ASTM D751    |
| Weight (oz./sq. ft.) .....                         | approx 27 .....             | ASTM D751    |

<sup>a</sup>md=machine direction

<sup>b</sup>cmd=cross machine direction

<sup>c</sup>coefficient of friction (slip resistance) measured on a scale of .00 to 1.00. OSHA regulations require minimum of .50 wet or dry. ADA regulations require minimum of .60 wet or dry. At .88 dry and .92 wet the Slip Resistant Safety Floor has a substantially greater degree of coefficient of friction (slip resistance) than is required by either OSHA or ADA.

<sup>d</sup>Also referenced as NFPA 253 and FTM Standard 372

## **Project conditions**

- A. Areas to be installed must maintain a minimum temperature of 70 degrees Fahrenheit both 24 hours prior to and 24 hours following installation of First Choice® thermoplastic flooring materials.
- B. Installation of flooring materials will not commence until said materials have acclimated to the same temperature as the area to be installed. This should be taken into consideration when choosing where to store flooring material and related accessories.
- C. Areas to be installed are to be closed to traffic during installation of flooring materials. They are operable as soon as the installation crew has completed and vacated the scheduled area.

Integrated wall base inside and outside corners to be custom fabricated onsite using the Thermoplastic sheets. The sheets will extend 12" up on walk-in walls and flashed with .050 gauge aluminum flashing and secured with S/S screws and adhesive. S/S outside corner guards providing cove protection.

Transition strips at thresholds to be 14 gauge stainless steel, and extend into the kitchen for a smooth transition of racks and carts.

Floor material must meet ASTM ratings: G21- E'648- C'657 – D'412 – E'831 and D'751 and to be manufactured from recycled thermoplastic polyvinyl Chloride (PVC). Floor must be NSF & UL approved.

Floor to be Thermoplastic interlaced with stranded reinforcement sheet material and to be ¼" thick with gray finish with backside to be cloth/grid finish. Thermoplastic sheets are to be heat welded with continuous seat.

The installation of the flooring to include welding, with proprietary welding rods, on all seams and the adhesive to be Envirobond 501 epoxy adhesive as Manufactured by W.F. Taylor Co. Inc. for installation of vinyl and rubber sheet products.

Adhesive must be installed with a 1/32" X 1/32"X1/16 " notched trowel. All products **MUST** be used in less than one hour after mixing.

All Flooring be rolled and cross rolled with a 150 lbs. sectional roller within one hour after floor is installed. Use hand roller in areas which cannot be rolled with large roller.

The installation is to be by approved installers with a minimum of three (3) years' experience. Any substitutions requests furnish a list of ten (10) installations with address, contacts, and telephone numbers, completed in the past three (3) years. Sullivan County Child Nutrition will approve or deny any request. All requests must be provided ten (10) days prior to bid opening.

Existing Freezer Floor to be cut out and removed by the floor contractor, removed from the site, and new reinforced panels installed. Contractor to cover concrete sub-floor with heavy gauge plastic in the freezer area before installing new reinforced panels. The new retro floor panels 24 gauge galvanized on both sides. Top of panel to be covered with 3/8 inch O.S.B. top exposed side, R32 urethane foam core to withstand uniform distributed load of 1,000 lbs per sq. foot. The new floor to be 4 1/4" thick and carry a 5 year warranty.

The installer is to receive the product at the job site or to deliver to the job site. There will not be personnel at the kitchen to receive any shipments.

Job and kitchen is to left in a clean order. Payment will be made within thirty (30) days after all work is cleaned and accepted. Warranty of five (5) year is to start upon acceptance of completed job, by Sullivan Co. Food Services, or their representative.

All bidders, or their representatives, must attend a pre-bid meeting, scheduled on November 8, 2017 at 1:30pm.

**All work must be completed by December 28, 2017.** Contractor is to install two (2) 34"x36"x 1/4" diamond tread-plate to be used as a kick-plate on the interior of the cooler/freezer doors.

**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**

**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 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 CERTIFICATE SHALL BE INCLUDED WITH THE BID DOCUMENT 0201800008(CA). 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 \_\_\_\_\_

~~~~~  
**( 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:* \_\_\_\_\_



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: \_\_\_\_\_

# 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

**"Attachment A"**  
**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**

To become an active trade reference (VENDOR) and/or to continue active status with Sullivan County Government, please sign and return pages # 1 and #8 of the General Procurement Terms and Conditions Form #GPTC1001-14.

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. Please distinguish the commodities and/or services you are interested in providing from the enclosed NIGP Codes Listings and enter in the appropriate spaces (attach separate page if needed). Our procurement officers will link you to the appropriate codes for future procurement purposes.

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 _____              |  |
| <b>LICENSE NUMBERS --- IF APPLICABLE</b>                                      |             |                          |  |
| SULLIVAN COUNTY _____                                                         |             | STATE OF TENNESSEE _____ |  |
| TYPE OF BUSINESS: CORPORATION-PARTNERSHIP-OTHER _____ YEARS IN BUSINESS _____ |             |                          |  |

|                                                                   |       |       |       |
|-------------------------------------------------------------------|-------|-------|-------|
| <b>COMMODITIES/SERVICES OFFERED BY APPLICANT</b>                  |       |       |       |
| <b>ENTER NIGP CODES IN THIS SECTION</b>                           |       |       |       |
| _____                                                             | _____ | _____ | _____ |
| _____                                                             | _____ | _____ | _____ |
| _____                                                             | _____ | _____ | _____ |
| (ATTACH ADDITIONAL OR DESCRIPTIVE INFORMATION ON A SEPARATE PAGE) |       |       |       |

|                                                                  |             |
|------------------------------------------------------------------|-------------|
| <b>SIGNATURE VERIFIES ACCEPTANCE OF ALL TERMS AND CONDITIONS</b> |             |
| SIGNATURE: _____                                                 | DATE: _____ |
| <b>COMPLETE, SIGN AND RETURN PAGE 1--- FORM GPTC1004-14</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 a "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 \$6000 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 \$6000 - \$14,999, 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 \$15,000 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.

**ACCEPTANCE OF TERMS AND CONDITIONS**

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: \_\_\_\_\_

**COMPLETE, SIGN AND RETURN PAGE 8 --- FORM GPTC1004-14**

**NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING CODES**

*COMMODITIES*

| <b>NIGP CODE</b> | <b>DESCRIPTION</b>                                                                   |
|------------------|--------------------------------------------------------------------------------------|
| 020              | AGRICULTURAL EQUIPMENT, IMPLEMENTS & ACCESSORIES                                     |
| 025              | AIR COMPRESSORS & ACCESSORIES                                                        |
| 040              | ANIMAL / VETERINARY EQUIPMENT & SUPPLIES                                             |
| 045              | APPLIANCE & EQUIPMENT, HOUSEHOLD                                                     |
| 050              | ART & CRAFT SUPPLIES AND EQUIPMENT (EXCLUDING PAPER)                                 |
| 805              | ATHLETIC & SPORTING GOODS EQUIPMENT AND SUPPLIES                                     |
| 052              | AUDIO VISUAL EQUIPMENT & SUPPLIES                                                    |
| 710              | AUDITORY TESTING EQUIPMENT, ELECTRONIC READING DEVICES, HEARING AIDS, ETC.           |
| 055              | AUTOMOTIVE ACCESSORIES (AUTOS, BUSES, TRUCKS, ETC)                                   |
| 060              | AUTOMOTIVE MAINTENANCE ITEMS (REPAIR AND REPLACEMENT PARTS)                          |
| 075              | AUTOMOTIVE SHOP EQUIPMENT AND SUPPLIES                                               |
| 085              | BAGS, BAGGING, TIES AND EROSION CONTROL EQUIPMENT                                    |
| 110              | BELTS & BELTING: CONVEYOR, ELEVATOR, POWER TRANSMISSION, V-BELTS                     |
| 120              | BOATS / MOTORS                                                                       |
| 135              | BRICKS & OTHER CLAY PRODUCTS                                                         |
| 150              | BUILDING SUPPLIES AND MATERIALS                                                      |
| 155              | BUILDINGS & STRUCTURES, FABRICATED & PREFABRICATED                                   |
| 165              | CAFETERIA / KITCHEN / REFRIGERATION EQUIPMENT & SUPPLIES - COMMERCIAL                |
| 175              | CHEMICAL LAB EQUIPMENT & SUPPLIES                                                    |
| 195              | CLOCKS, TIMERS, WATCHES, ETC.                                                        |
| 200              | CLOTHING / APPAREL / SHOES & BOOTS / ACCESSORIES                                     |
| 725              | COMMUNICATION (TELEPHONE, RADIO, PAGING) EQUIPMENT AND ACCESSORIES                   |
| 100              | CONTAINERS / STORAGE (TOTES, BARRELS, DRUMS, ETC.)                                   |
| 225              | COOLERS, DRINKING WATER (WATER FOUNTAINS)                                            |
| 210              | CULVERTS, PILINGS, GUARDRAILS, SEPTIC TANKS, ACCESSORIES AND SUPPLIES                |
| 204              | DATA PROCESSING (INCLUDING COMPUTER HARDWARE, COMPUTER SOFTWARE, AND ACCESSORIES)    |
| 260              | DENTAL EQUIPMENT & SUPPLIES                                                          |
| 285              | ELECTRICAL EQUIPMENT AND SUPPLIES                                                    |
| 287              | ELECTRONIC COMPONENTS, REPLACEMENT PARTS / ACCESS. & MISC ELECTRONIC EQUIPMENT       |
| 295              | ELEVATORS AND ESCALATORS, BUILDING TYPE                                              |
| 345              | EMERGENCY AND SAFETY EQUIPMENT AND SUPPLIES                                          |
| 305              | ENGINEERING EQUIPMENT, SURVEYING EQUIPMENT, DRAWING INSTRUMENTS & SUPPLIES           |
| 320              | FASTENING, PACKAGING, STRIPPING, TYING EQUIPMENT & SUPPLIES                          |
| 330              | FENCING                                                                              |
| 340              | FIRE PROTECTION EQUIPMENT & SUPPLIES                                                 |
| 350              | FLAGS, FLAG POLES, BANNERS AND ACCESSORIES                                           |
| 375              | FOODS: BAKERY PRODUCTS (FRESH)                                                       |
| 380              | FOODS: DAIRY PRODUCTS (FRESH)                                                        |
| 385              | FOODS: GROCERY                                                                       |
| 395              | FORMS (PRE-PRINTED)                                                                  |
| 405              | FUEL PRODUCTS                                                                        |
| 420              | FURNITURE: CAFETERIA, DORM, HEALTHCARE, HOSPITAL, HOUSEHOLD, LIBRARY, LOUNGE, SCHOOL |
| 425              | FURNITURE: OFFICE                                                                    |
| 430              | GASES, CONTAINERS, EQUIPMENT: LABORATORY, MEDICAL & WELDING                          |
| 690              | GENERATORS, ACCESSORIES AND SUPPLIES                                                 |
| 435              | GERMICIDES, CLEANERS & RELATED SANITATION PRODUCTS FOR HEALTH CARE PERSONNEL         |
| 440              | GLASS AND GLAZING SUPPLIES                                                           |
| 470              | HANDICAP EQUIPMENT & SUPPLIES: MOBILITY, SPEECH IMPAIRED, RESTRAINT                  |
| 450              | HARDWARE AND RELATED ITEMS                                                           |
| 681              | HOMELAND SECURITY EQUIPMENT AND SUPPLIES                                             |
| 031              | HVAC EQUIPMENT AND SUPPLIES (HEATING, VENTILATION AND AIR CONDITIONING)              |
| 080              | IDENTIFICATION MATERIALS (BADGES, NAME TAGS, ETC.)                                   |

|     |                                                                                   |
|-----|-----------------------------------------------------------------------------------|
| 485 | JANITORIAL/ CLEANING PRODUCTS AND EQUIPMENT (INCLUDING RAGS, TOILET PAPER/TOWELS) |
| 490 | LABORATORY EQUIPMENT & ACCESSORIES (GENERAL ANALYTICAL/RESEARCH USE)              |
| 790 | LANDSCAPING MATERIALS (SEED, SOD, SOIL, FERTILIZER, ETC)                          |
| 500 | LAUNDRY AND DRY CLEANING EQUIPMENT, ACCESSORIES, PARTS / SUPPLIES COMMERCIAL      |
| 515 | LAWN MAINTENANCE EQUIPMENT, ACCESSORIES AND PARTS                                 |
| 525 | LIBRARY AND ARCHIVAL EQUIPMENT, MACHINES AND SUPPLIES                             |
| 465 | MEDICAL SUPPLIES AND EQUIPMENT                                                    |
| 570 | METALS: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, ETC.       |
| 578 | MISCELLANEOUS PRODUCTS (NOT OTHERWISE CATEGORIZED)                                |
| 560 | MOVING AND STORAGE EQUIPMENT AND ALLIED ITEMS                                     |
| 580 | MUSICAL INSTRUMENTS, ACCESSORIES AND SUPPLIES                                     |
| 600 | OFFICE MACHINES, EQUIPMENT AND ACCESSORIES                                        |
| 605 | OFFICE SUPPLIES                                                                   |
| 625 | OPTICAL EQUIPMENT, ACCESSORIES & SUPPLIES                                         |
| 630 | PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER AND RELATED PRODUCTS               |
| 645 | PAPER (FOR OFFICE, PRINT SHOP AND CLASSROOM)                                      |
| 652 | PERSONAL HYGIENE AND GROOMING EQUIPMENT & SUPPLIES                                |
| 404 | PETROLEUM PRODUCTS (EXCEPT FUEL)                                                  |
| 269 | PHARMACEUTICALS, VACCINES, DRUGS                                                  |
| 655 | PHOTOGRAPHIC EQUIPMENT AND SUPPLIES                                               |
| 640 | PLASTIC PRODUCTS                                                                  |
| 650 | PLAYGROUND, RECREATIONAL AREA AND SWIMMING POOL EQUIPMENT                         |
| 670 | PLUMBING EQUIPMENT, FIXTURES AND SUPPLIES                                         |
| 675 | POISONS: AGRICULTURAL AND INDUSTRIAL                                              |
| 680 | POLICE EQUIPMENT AND SUPPLIES                                                     |
| 691 | POWER TRANSMISSION EQUIPMENT - ELECTRICAL, MECHANICAL, AIR & HYDRAULIC            |
| 700 | PRINTING EQUIPMENT AND SUPPLIES (EXCEPT PAPER)                                    |
| 715 | PUBLICATIONS, TEXTBOOKS, ETC. (PREPARED MATERIALS ONLY)                           |
| 720 | PUMPING EQUIPMENT AND ACCESSORIES                                                 |
| 575 | RECORDS MANAGEMENT SYSTEMS / ELECTRONIC (MICROFILM, SCANNING, DIGITAL, ETC)       |
| 745 | ROAD AND HIGHWAY BUILDING MATERIALS                                               |
| 760 | ROAD & HIGHWAY EQUIPMENT: EARTH HANDLING, GRADING, MOVING, PACKING, ETC.          |
| 770 | ROOFING / GUTTERING SUPPLIES                                                      |
| 775 | SALT (SODIUM CHLORIDE) AND CALCIUM CHLORIDE                                       |
| 780 | SCALES AND WEIGHING APPARATUS                                                     |
| 785 | SCHOOL EQUIPMENT AND SUPPLIES (LOCKERS, STUDENT DESKS, ETC.)                      |
| 786 | SECURITY AND SURVEILLANCE EQUIPMENT AND SUPPLIES                                  |
| 545 | SHOP MACHINERY AND EQUIPMENT                                                      |
| 801 | SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT AND RELATED SUPPLIES                 |
| 884 | SOLID WASTE DISPOSAL EQUIPMENT AND SUPPLIES                                       |
| 803 | SOUND SYSTEMS, COMPONENTS & ACCESSORIES: GROUP INTERCOM, MUSIC, PUBLIC ADDRESS    |
| 830 | TANKS (METAL, FUEL, & SYNTHETIC): MOBILE, PORTABLE, STATIONARY, UNDERGROUND       |
| 840 | TELECOMMUNICATIONS EQUIPMENT AND ACCESSORIES (TV, VCR, DVD, ETC)                  |
| 845 | TESTING APPARATUS AND INSTRUMENTS (NOT FOR ELECTRICAL OR ELECTRONIC MEASURING)    |
| 850 | TEXTILES, FIBERS, HOUSEHOLD LINENS AND PIECE GOODS                                |
| 855 | THEATRICAL EQUIPMENT AND SUPPLIES                                                 |
| 863 | TIRES AND TUBES                                                                   |
| 445 | TOOLS & SUPPLIES (HAND, POWER, INDUSTRIAL, ETC)                                   |
| 550 | TRAFFIC CONTROL DEVICES (LIGHTS, MARKERS, SIGNS, ETC)                             |
| 556 | TRANSPORTATION EQUIPMENT & SUPPLIES (BUS, TAXI, ETC)                              |
| 557 | UNIFORMS (EMPLOYEE)                                                               |
| 265 | UPHOLSTERY MATERIAL (INCLUDING AUTOMOBILE)                                        |
| 070 | VEHICLES / RELATED TRANSPORTATION EQUIPMENT                                       |
| 885 | WATER AND WASTEWATER TREATING CHEMICALS AND EQUIPMENT                             |
| 895 | WELDING EQUIPMENT AND SUPPLIES                                                    |
| 870 | WINDOW COVERINGS / SHADES / BLINDS AND AWNINGS                                    |



**NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING CODES**  
*SERVICES*

| <b>NIGP CODE</b> | <b>DESCRIPTION</b>                                                               |
|------------------|----------------------------------------------------------------------------------|
| 906              | ARCHITECTURAL SERVICES                                                           |
| 909              | BUILDING CONSTRUCTION SERVICES, NEW                                              |
| 911              | BUILDING DEMOLITION                                                              |
| 910              | BUILDING MAINTENANCE AND REPAIR SERVICES                                         |
| 931              | CAFETERIA EQUIPMENT MAINTENANCE AND REPAIR, RENTAL, LEASE                        |
| 992              | CALIBRATION AND EQUIPMENT TESTING SERVICES                                       |
| 912              | CONSTRUCTION SERVICES, GENERAL                                                   |
| 913              | CONSTRUCTION SERVICES, HEAVY                                                     |
| 915              | COMMUNICATIONS (INTERNET, WEB SITES, CABLE, TELEPHONE, PAGERS, RADIOS)           |
| 918              | CONSULTING SERVICES                                                              |
| 901              | COUNTY COMMISSIONERS AND OTHER GOVERNING BOARDS                                  |
| 920              | DATA PROCESSING SERVICES (INCLUDING SOFTWARE DESIGN), MAINTENANCE, RENTAL, LEASE |
| 924              | EDUCATIONAL SERVICES (INCLUDING TRAINING, HONORARIUM, ETC.)                      |
| 925              | ENGINEERING SERVICES                                                             |
| 926              | ENVIRONMENTAL AND ECOLOGICAL SERVICES                                            |
| 946              | FINANCIAL SERVICES                                                               |
| 981              | GENERAL EQUIPMENT MAINTENANCE AND REPAIR, RENTAL, LEASE                          |
| 988              | GROUNDS, RECREATIONAL AND PARK AREA SERVICES                                     |
| 929              | HEAVY EQUIPMENT MAINTENANCE AND REPAIR, RENTAL, LEASE                            |
| 938              | HOSPITAL, LABORATORY AND TESTING EQUIPMENT MAINTENANCE AND REPAIR                |
| 952              | HUMAN SERVICES                                                                   |
| 936              | HVAC AND POWER GENERATION EQUIPMENT MAINTENANCE AND REPAIR                       |
| 953              | INSURANCE, ALL TYPES (INCLUDING EMPLOYEE BENEFITS)                               |
| 954              | JANITORIAL SERVICES                                                              |
| 956              | LIBRARY SERVICES                                                                 |
| 904              | MAILING, SHIPPING AND COURIER SERVICES                                           |
| 959              | MARINE EQUIPMENT MAINTENANCE AND REPAIR; RELATED MARINE SERVICES                 |
| 948              | MEDICAL, DENTAL, PHARMACY AND RELATED SERVICES                                   |
| 985              | OFFICE, PHOTOGRAPHIC AND PRINTING EQUIPMENT RENTAL, LEASE AND MAINTENANCE        |
| 964              | PERSONNEL, TEMPORARY (EMPLOYMENT AGENCY SERVICES)                                |
| 934              | PLUMBING RELATED SERVICES                                                        |
| 966              | PRINTING AND RELATED SERVICES                                                    |
| 961              | PROFESSIONAL SERVICES (MISCELLANEOUS - NOT OTHERWISE CATEGORIZED)                |
| 903              | PROMOTIONAL MARKETING                                                            |
| 998              | PROPERTY DISPOSITION (SURPLUS TANGIBLE)                                          |
| 999              | PROPERTY DISPOSITION (SURPLUS REAL)                                              |
| 971              | PROPERTY RENTAL OR LEASE (REAL)                                                  |
| 968              | PUBLIC WORKS AND RELATED SERVICES                                                |
| 905              | ROAD SERVICES (PAVING, STRIPING, RELATED)                                        |
| 989              | SAMPLING AND SAMPLE PREPARATION SERVICES (FOR TESTING)                           |
| 990              | SECURITY, FIRE, SAFETY, RESCUE AND EMERGENCY SERVICES                            |
| 991              | TRANSPORTATION SERVICES (BUS, TAXI, TRAIN, ETC.)                                 |
| 983              | UNIFORM, CLOTHING AND LAUNDRY RENTAL OR LEASE SERVICES                           |
| 928              | VEHICLE MAINTENANCE AND REPAIR SERVICES                                          |
| 993              | VETERINARIAN AND RELATED SERVICES                                                |
| 994              | WASTE DISPOSAL SERVICES (SOLID, MEDICAL, ENVIRONMENTAL)                          |