



Sullivan County Purchasing Department

Request For Proposals

RFP #021022(KD)

for

Material Testing and Special Inspection Services

Project:

Sullivan County Jail Expansion

Formal submittals must be received
by 2:00 p.m., on February 10, 2022

Submit Proposals to:

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

REQUEST FOR PROPOSALS

Sealed Request for Proposals for the following will be received by the Sullivan County Purchasing Agent until **2:00 p.m., Eastern Time, February 10, 2022**, and at that time will be publicly opened in the Purchasing Department located at 3411 Highway 126, Suite 201, Blountville, TN 37617.

Project: Material Testing and Special Inspection Services for the Sullivan County Jail Expansion Project

Documents for the above referenced items are available online at

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerID=37b55d57-2b40-462f-bd8e-5b80ab095ddd>. Interested parties may also contact the Purchasing Department @ 423-323-6400.

By submission of a signed submittal, the submitter certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted proposals may be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of submittals. All submittals shall be signed, sealed, and addressed to Kristinia Davis, Purchasing Agent, 3411 Hwy 126, Suite 201, Blountville, Tennessee 37617 and marked "RFP #021022(KD) Request for Proposals Material Testing and Special Inspection Services for the Sullivan County Jail Expansion Project". Sullivan County reserves the right to accept or reject any or all proposals received, to waive any informalities in bidding and to re-advertise.

PUB IT: 01/26/22

I. INTRODUCTION

The Sullivan County Purchasing Department is requesting proposals for *Material Testing and Special Inspection Services* for the Sullivan County Jail Expansion Project. All proposals must be submitted to Kristinia Davis, Purchasing Agent, at the Sullivan County Historic Courthouse, 3411 Hwy 126, Suite 201, Blountville, Tennessee, 37617. The county invites all interested qualified parties to submit proposals for this work.

At the appointed time proposals will be opened in the office of the Sullivan County Purchasing Agent at the address below. Proposals arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Any cost incurred in preparation of this Request for Proposal will solely be the responsibility of the Proposer.

By submission of Request for Proposals, the proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

Any agreement resulting from the Request for Proposals submitted shall be governed by the laws of the State of Tennessee.

II. PROPOSAL PREPARATION & SUBMISSION

- A. Attached are instructions and conditions for submitting a proposal for this project. All proposals shall be in accordance with the instructions to proposers and specifications included in this RFP.
- B. It shall be the sole responsibility of the proposer to make certain that all proposals in proper form are submitted to the Purchasing Department as described below.
- C. All original forms must be signed by a person with authority to bind the proposal. The proposal must be sealed in an envelope that is labeled according to the directions stated below.
- D. On the outside of the envelope/package mark the proposal as follows:
 - Vendor Name & Address
 - Proposal Number and Project Name
 - Proposal Date & Time
- E. The proposal must then be in a sealed envelope/package mailed or delivered to the following address:

Sullivan County Purchasing Department
Attn: Kristinia Davis
3411 Hwy 126, Suite #201
Blountville, Tennessee 37617

Please note that Sullivan County does not receive a guaranteed delivery time for express mail and/or packages; please mail accordingly.

- F. Sealed written proposals will be received at the time and place specified on the RFP. Postmark on the proposal by this date will not suffice. Proposal must be received on or before the date and time stated. Faxed proposal documents will not be accepted.

LATE RECEIPT OF THE PROPOSAL

- A. Proposals must be in the Purchasing Department prior to or at 2:00 p.m. sharp on the appointed date. No proposals will be accepted past 2:00 p.m. (02:00:01 is considered late) Time will be determined by the official NIST US time.

QUESTIONS

- A. Pursuant to TCA §12-4-126, questions regarding the specifications or proposal procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the proposal opening is extended for a reasonable time as determined by the Purchasing Agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the RFP documents and to allow responders to resubmit their responses accordingly.
- B. Any questions concerning this RFP are to be in writing and emailed to Kristinia Davis, Purchasing Agent at kris.davis@sullivancountyttn.gov by Thursday, February 3, 2022, at 2:00 p.m. Questions will be answered via addenda no later than 2:00 p.m. on Tuesday, February 8, 2022. Information obtained from any office other than the Purchasing Office is not to be considered binding.

PROPOSAL OPENING & ACCEPTANCE OF PROPOSAL

- A. Proposal pricing will be read aloud at the discretion of the Purchasing Agent. Proposals will also be examined for compliance with specification and conditions outlined in the proposal document.
- B. Consideration will be given to all proposals properly submitted. Proposals will receive appropriate confidentiality before awarding. Upon award, proposal documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the proposer will be bound to honor proposal as submitted.
- C. In the event your proposal is accepted, Sullivan County will be entering into a contract with your firm to begin site inspections and testing services as early as February 2022. Exact construction schedule is currently not available from selected general contractor, J.A. Street & Associates. Total construction duration is to be 1,050 days.
- D. Sullivan County reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities in the proposals received. All proposers will be notified in writing of the proposal award generally within ten (10) days of proposal opening unless unforeseen circumstances arise, or special conditions exist.

EVALUATION REVIEW

- A. Sullivan County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Sullivan County shall have sole responsibility for determining a reliable source. Sullivan County reserves the right to conduct written and/or oral discussions after the proposal opening. The purpose of such discussions is to provide clarification and/or additional information to make an award that is in the best interest of Sullivan County.
- B. Evaluation criteria will be determined on each RFP.

III. GENERAL TERMS AND CONDITIONS

PROPOSALS RECEIVED ON TIME

- A. All Proposals are to be received by **Thursday, February 10, 2022, 2:00 p.m., local time prevailing**. 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 the proposal is received by the Purchasing Department by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal proposals will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. Sullivan County will not be responsible for proposals received late because of delays by a third-party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.

INCLEMENT WEATHER

- A. During periods of inclement weather, the Purchasing Department will enact the following procedures with regards to solicitations and weather delays:
- a. If County Offices are closed due to inclement weather on the date that bids/proposals/qualifications are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - b. Sullivan County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

TAX EXEMPT

- A. Sullivan County is a tax-exempt entity. The successful proposer will be provided with an executed copy of tax-exempt form upon request.

PROTEST PROCEDURE

- A. If a prospective vendor does not agree with the proposal award, they have the right to protest. Disputes arising from the award of this proposal must be submitted in writing to the Sullivan County Purchasing Agent with a copy to the Sullivan County Mayor and delivered no later than seven (7) calendar days from date of the county's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest.

The steps for dispute resolution may include:

- A meeting with the Purchasing Agent, the requisitioning department's manager, and representatives from the disputing party to discuss and resolve the complaint.
- Information from the aforementioned meeting will be forwarded to the County Attorney for review.
- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

INSURANCE

- A. At the contractor's expense, a Professional Liability Insurance Policy with a \$1,000,000.00 limit for each occurrence is required. Adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Sullivan County property.
- B. A **statement of insurance shall be included with your proposal**. Firms not having \$1,000,000.00 in Professional Liability Insurance will not be awarded this project.
- C. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing Sullivan County as an additional insured.

NO CONTACT POLICY

- A. From the period beginning on the date of the issuance of this RFP any contact initiated by a proposer with any Sullivan County representative concerning this proposal is prohibited, unless such contact is made with the Purchasing Department representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No advocacy Affidavit as per the attached.

ANTI-COLLUSION

- A. The proposer certifies by signing this document that the proposal is made without prior understanding, agreement, or accord with any person submitting a proposal for the same services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.

COMPLIANCE WITH ALL LAWS

- A. Contractor 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 goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

- A. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Sullivan County, Tennessee. The Courts in Sullivan County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

- A. Proposing firms located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee in Sullivan County if the project is over \$50,000.

INDEMNIFICATION/HOLD HARMLESS

- A. Contractor shall indemnify, defend, save and hold harmless all departments of Sullivan County Government and/or the Sullivan County Sheriff's Office, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

- A. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Sullivan County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
- B. Sullivan County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Sullivan County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Sullivan County reserves the right to purchase its requirements elsewhere, with or without competitive proposal.

BREACH OF CONTRACT

- A. A party shall be deemed to have breached the contract if any of the following occurs:
- Failure to provide services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.

CONTRACT TERMINATION FOR CAUSE

- A. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the

contractor violates any terms of this contract; the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

- B. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contract to the next lowest proposer or proposing again.

CONTRACT TERMINATION FOR CONVENIENCE

- A. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

FORCE MAJEURE

- A. Sullivan County or proposer shall not be liable for any failure of or delay in the performance of this contract for the Period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders or any other force majeure event.

INVOICES AND PAYMENTS

- A. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Request for Proposal, whichever is later.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

- A. Contractor 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 be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- B. Contractor 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 goods or performance of its services. The contractor warrants that 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, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- C. No employee or member of the Sullivan County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
- D. Officers, employees, or officials of the Sullivan County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

IRAN DIVESTMENT ACT

- A. By submission of this bid and submission of the attached Sullivan County Compliance Affidavit, 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 Tennessee Code Annotated § 12-12-106.

IV. SCOPE OF WORK

PROJECT DESCRIPTION

- A. This project is approximately 197,000 sf Jail Expansion to existing Sullivan County Justice Center. This building expansion included Inmate Housing for 560 beds in the construction and shell building area for 224 beds to be constructed in the future. This expansion will include new Booking, Medical, Kitchen, Laundry, and other Jail Support spaces. Site work will include grading, parking, and utilities to serve the new jail expansion. Construction is primarily steel structure with reinforced masonry (CMU) walls and prefabricated steel cells. See drawings and specifications for further information per project scope.

PROJECT DOCUMENTS

- A. The project architectural firm is MBI Companies Inc., Knoxville, Tennessee. Contact Jay Henderlight at jayh@mbicompanies.com or Cory Griffis at coryg@mbicompanies.com to get link to drawings, specification and addenda for this project. Firms proposing to provide materials testing and special inspections are expected to become familiar with these documents and required testing and inspections.

TESTING AGENCY – ACCREDITATION, PERSONNEL

- A. The testing and inspection agency shall comply with the American Council of Independent Laboratories' recommended practices, ASTM D3470 and ASTM E329. Certifications and requirements for Special Inspections for Smoke Control System Inspections shall meet 2012 IBC Section 909.3. All testing and Inspection personnel are to have a minimum of five (5) years' experience with similar Construction. The minimum certification requirement for personnel inspecting and testing related items are listed below:

1. Reinforced Concrete Testing

- a) ACI-CFTT Concrete Field-Testing Technician – Grade 1
- b) ACI-LTT Laboratory Testing Technician – Grade 1 or 2 and Strength Testing Technician
- c) NICET-CT - Concrete Technician – Level II

2. Reinforced Concrete Inspection

- a) ACI-CCI Concrete Construction Inspector
- b) ICC-RCSI Reinforced Concrete Special Inspector

3. Structural Steel (reference AISC 360 N5.6) Either AWS or ICC Inspector Certification is acceptable

- a) AWS-CWI Certified Welding Inspector
- b) AWS/AISC CSI Certified Steel Inspector
- c) ICC-SSBI Structural Steel and Bolting Special Inspector
- d) ICC-SWSI Structural Welding Special Inspector

4. Structural Masonry

- a) ICC-SMSI Structural Masonry Special Inspector

5. Spray-Applied Fireproofing

- a) ICC-SFSI Spray Applied Fireproofing Special Inspector

SCOPE OF SERVICES

- A. Special Inspections and material testing shall be as described in drawings & specifications provided by architectural firm. Special attention should be paid to structural drawing S002-Special Inspections, and project manual specification sections 00 62 16 – Statement of Special Inspections, 00 64 01 through 00 64 07 – Forms Available to Special Inspectors; and 01 45 33-Special Inspections.

Scope of work for inspections and material testing shall meet requirements for 2012 Edition of International Building Code (IBC) Chapter 17. This will include material testing and inspections for site construction, foundations, structural concrete, concrete slabs, structural masonry, structural steel, and fireproofing.

Because this is a detention facility special testing must be provided of the smoke exhaust system and documented to the satisfaction of the State of Tennessee Fire Marshal Office. See mechanical drawings for design of smoke exhaust system and specifics of testing requirements. Special Inspection requirements for mechanical smoke exhaust system is shown on drawing M601.

At the project's conclusion, a letter from the testing agency will be required. It will state, based upon the results of the work tested and to the best of the testing agency's knowledge, the structural work conforms to the project specifications and construction documents.

COST PROPOSAL

- A. Proposing Special Inspections and Material Testing Firms to speak directly with general Contractor, J.A. Street & Associates to discuss construction sequency and schedule. Consider the construction schedule and that extended days and early morning concrete placements will occur during construction. Include and estimate of travel trips and expenses into cost proposal.

In cost proposal, include special inspections, engineering, and laboratory services. Provide cost estimate with detailed backup indicating how the cost proposal was developed. This proposal will be considered as a lump sum based upon the current scope of work. This lump sum can be modified if scope of work or construction schedule changes. Provide unit process that are guaranteed not to escalate during the anticipated three (3) year duration of construction. Those unit prices shall include Engineering Services, Technical Services, Laboratory Services, and other reimbursable expenses.

Any inspections or testing not included within this proposal for Special Inspections shall be coordinated with general contractor and included in their general conditions for this project.

TEST REPORTS

- A. Copies of the test reports will be furnished to the Owner, Construction Manager, Contractor, Architect, Civil Engineer, Structural Engineer, and the State of Tennessee Fire Marshall Office as directed by local SFMO inspector.

V. PROPOSAL SUBMITTAL REQUIREMENTS

- A. The proposal shall be limited to fifteen (15) single-side pages. A cover page and section dividers are not included in this limit.

The proposal shall include the following in the order listed:

- a) Cover Letter
- b) Statement of Qualifications
- c) A firm profile
- d) Resumes of all persons working on the project
- e) Three (3) references for completed projects that are similar in scope including the name of project, client name and contact information, building type, building location, and a general description of the work.

- f) A listing of the scope of work detailing services and efforts to be provided for all inspections/testing activities.
- g) A lump sum, fixed fee for completing the services for this project.

B. The Request for Proposal (RFP) must be submitted as follows:

- a) One (1) signed original
- b) Five (5) exact copies of the original document.
- c) One (1) exact copy of the original document submitted on a flash drive. The electronic media copy must be saved as one complete document in Adobe PDF format.
- d) All proposal shall be submitted in a SEALED envelope clearly marked with the Vendor's name and address, proposal number and project name, proposal date and time ON THE OUTSIDE OF THE SEALED ENVELOPE to the attention of Kristinia Davis, Purchasing Agent.

VI. RFP Timetable (All times listed are Eastern time zone.)

<u>Project Milestones</u>	<u>Date & Time</u>
Issue Request for Proposal	Wednesday, January 26, 2022
Deadline for Written Questions	Thursday, February 3, 2022, at 2:00 p.m.
Last Date & Time to Issue Addenda	Tuesday, February 8, 2022, at 2:00 p.m.
Proposals Due	Thursday, February 10, 2022, at 2:00 p.m.
Notice of Award	TBD

VII. Method of Source Selection

A. Sullivan County will score responses to this RFP based on the below matrix. Acceptance of the proposal will be based on this matrix and what is determined to be the best and most responsive proposal received.

<u>Criteria</u>	<u>Possible Points</u>
Responsiveness to RFP	5
Company's Experience/Qualifications for the proposed team assigned to this project	30
Previous Performance: Successful and proven track record of relevant projects of similar size & scope.	30
References	10
Cost Proposal	25

RFP #021022(KD) – MATERIAL TESTING AND SPECIAL INSPECTION SERVICES
VENDOR INFORMATION SHEET
(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED, & RETURNED IN YOUR PROPOSAL.

No Contact/No Advocacy Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____

_____, the Proposer that has submitted the attached Proposal;

(2) The Proposer _____ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:

a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division’s website, any contact initiated by any proposer with any Sullivan County representative concerning this proposal is prohibited, unless such contact is made with the Sullivan County Purchasing Agent. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to Sullivan County staff including, but not limited to, members of Sullivan County Commission, Sullivan County Office of the Mayor, Sullivan County School Board or any other Sullivan County staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__

_____, Notary Public

My Commission expires: _____

THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED & NOTARIZED, & RETURNED IN YOUR PROPOSAL.

SULLIVAN COUNTY COMPLIANCE AFFIDAVIT

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1. No Board Member or officer of the County or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the County has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantees or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officer/owners/part-owners/stakeholders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education?
_____ Yes _____ No

If you answered yes, please state the name and relationship of the employee or member of the Sullivan County Commission or the Sullivan County Department of Education.

6. Are you or any officers/owners/part-owners/stakeholders/employees of this company also employees of Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education? _____ Yes _____ No

If you answered yes, please state the name of the employee or board member

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Sullivan County or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____