
PROPOSAL REQUEST

For

Hardware Maintenance Contract

FOR SUMNER COUNTY FINANCE DEPARTMENT



SUMNER COUNTY BOARD OF EDUCATION SUMNER COUNTY, TENNESSEE

Purchasing Staff Contact:
Janice Wright
(615) 4516569
Janice.wwight@sumnerschools.org

20170217CO

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.

Introduction

proposals to be submitted for a Hardware Maintenance Contract as specified in the attached documents for the Sumner County Finance Department located 355 Belvedere Drive Gallatin, TN 37066. In addition, all other Sumner County Government Departments and Agencies may also purchase for any submitted proposal.

General Information

I. Proposal Package

All sealed proposal packages must include all of the following, when applicable. Any sealed proposals shall be rejected as a nonconforming bid if any applicable item is missing.

- x Three (3) complete copies of proposal
- x Evidence of a valid State of Tennessee Business License or Sumner County Business License
- x Evidence of compliance with the Sumner County Insurance Requirements, if work is performed on Sumner County Property
- x Signed and completed Statement of Non-Collusion (Attachment 1)
- x Properly completed Internal Revenue Service Form W-9
- x Attachment 2 U Drug-Free Workplace Affidavit
- x If bid is in excess of \$25,000, a certification of no debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- x Certification By Contract (Attachment 4)

NEW VENDORS

II. Responses

- x Proposal must include point-by-point responses to the RFP.
- x Proposal must include a list of any exceptions to the requirements.
- x Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- x If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- x Any and all proposal requirements must be met prior to submission.
- x The bidder understands and accepts the appropriation of funds provision of the Sumner County Government.
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III. Clarification and Interpretation of RFP

dZ Á } • ^ u μ • š _ v ^ • Z o o _] v š Z] • Z (μ • š (} W } % } • o] v] š u to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that Sumner County considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor finds any part of the listed specifications or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Sumner County via email at Janice.wright@sumnerschools.org such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before % o } % } • o [•] v All responses to inquiries will be posted on the School System website (<http://www.sumnerschools.org>) under ^ / v Á] š š] } v š }] _ v ^ μ u v } www.sumnerschools.org •] š š

IV. Proposal Guarantee

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VIII. Deadline

Sealed proposals will be accepted until Friday February 17, 2017 @ 0:00 am. local time Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions.

IX. Withdrawal or Modification of Proposal

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

X. Package

HARDWARE MAINTENANCE CONTRACT ^
SUMNER COUNTY FINANCE DEPARTMENT BID # 2000217e outside of the package Sealed proposals and specimen policies must be mailed or hand delivered to the following

Sumner County Board of Education
Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

XI. Right to Seek a New Proposal

The Sumner County reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

XII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the responses to this RFP and making awards, Sumner County may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

- x Proposals will be examined for compliance with all requirements set forth herein.
- x Proposals that do not comply shall be rejected without further evaluation.
- x Proposals will be subjected to a technical analysis and evaluation.
- x Oral presentations and written questions for further clarifications may be required of some or all vendors.

XIII. Discussions

Discussions may be conducted with the vendors which have been determined to be reasonably likely of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

XIV. Open Records

After the bid is awarded, all proposals will be subject to the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the School System website at <http://www.sumnerschools.org> County Website www.sumnertn.org under the Bids link.

XV. Assignment

Neither the vendor nor School System may assign this agreement without prior written consent of the other party.

XVI. Liabilities

The vendor shall indemnify Sumner County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors. Sumner County has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

XVII. Tax Status

Sumner County Government is tax exempt.

XVIII. Invoicing

Invoices are to be submitted to:

Sumner County Government

XX. Applicable Law

Sumner County, Tennessee is an equal opportunity employer. Sumner County does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statutes, rules, or regulations, the provider will indemnify and hold Sumner County harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the state of Tennessee.

Sumner County does not enter into contracts which provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statutes to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such transaction.

ATTACHMENT 1

STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company _____

Address _____

Phone _____

Fax _____

Respondent (Signature) _____

Respondent(Print Name and Title) _____

Authorized Company Official(Print Name _____

DRUGFREE WORKPLACE

The Sumner County Government is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County employees and contractors to remain, or become and remain, drug free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

Drug-Free Workplace Act of 1988 Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-90, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 Sumner County Government is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-142, Title V).

Right to an Alcohol and Drug-Free Workplace Employees have the right to work in an alcohol and drug free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Testing Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments in which safety sensitive positions.

Contractors Any contractors providing goods or services to Sumner County Government must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUGFREE WORKPLACE AFFIDAVIT (Attached page 2)

DRUG-FREE WORKPLACE AFFIDAVIT (PAGE 2)

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of ~~five~~ (5) or more employees contracting with Sumner County Government.

ATTACHMENT 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal procurement programs by any federal department or agency;
2. Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the bid, been convicted or had judgment rendered against it
 - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging
 - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name of Participant Agency

Name and Title of Authorized Representative

Signature of Authorized Representative Date

SUMNER COUNTY BOARD OF EDUCATION
Purchasing Department
1500 Airport Road
Gallatin, TN 37066

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL _____

AUTHORIZED COMPANY REPRESENTATIVE _____ SIGNATURE

AUTHORIZED COMPANY REPRESENTATIVE _____ PRINTED

DATE _____

BID TITLE 20170217CO Hardware Maintenance Contract

DEADLINE Feb 17, 2017 @ 10:00 a.m. Local

BID Total _____

BID GOOD THRU _____

NOTES: _____

