

NOTICE TO RESPONDENTS

Responses to an Invitation to Bid will be received by the Purchasing Supervisor in the SUPPORT SERVICE FACILITY CONFERENCE ROOM, Sumner County Board of Education, 1500 Airport Road Gallatin, TN 37066. They will be received until **10:00 A.M. Local Time APRIL 15, 2015** for **20150415-03 FIRE ALARM SYSTEM**, at which time the responses will be opened, taken under advisement and evaluated. ***BIDS WILL BE POSTED ON www.sumnerschools.org***

GENERAL REQUIREMENTS AND CONDITIONS

1. The Sumner County Board of Education reserves the right to accept or reject any and/or all responses in whole or in part, and to waive informalities therein.
2. Any responses received after the scheduled closing time for the receipt for responses will not be considered.
3. If a mistake is discovered after the responses are received, only the Sumner County Board of Education may allow the respondent to withdraw the entire response.
4. Partial payments will not be approved unless justification for such payment can be shown. Terms will be net 30 days.
5. Payment will not be made until the said **20150415-03 FIRE ALARM SYSTEM** are inspected and approved as meeting all specifications by persons appointed by the Sumner County Board of Education.
6. Responses submitted must be in a sealed envelope and marked on the outside as follows:
RESPONSE: 20150415-03 FIRE ALARM SYSTEM

REQUEST FOR QUOTE

20150415 03 FIRE ALARM SYSTEM



SUMNER COUNTY BOARD OF EDUCATION
SUMNER COUNTY, TENNESSEE

DEADLINE: 10:00 A.M.; APRIL 15, 2015

INTRODUCTION

The Sumner County Board of Education, herein known as the “School System”, is requesting a proposal for 20150415-03 FIRE ALARM SYSTEM. In addition, all other Sumner County Government Departments and Agencies may also purchase from any submitted proposal.

In addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

II. Responses

- Proposal must include point-by-point responses to the RFQ
- Proposal must include a list of any exceptions to the requirements
- 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
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed
- Any and All proposal requirements must be met prior to submission
- The bidder understands and accepts the non-appropriation of funds provision of School System
- If noted in the section “proposal requirements” or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company

III. Clarification and Interpretation of RFQ

The words “must” and “shall” in this Request for Quote indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that the School System 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 interest vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the School System, via email at chris.harrison@sumnerschools.org of such matters immediately upon receipt of this Request for Quote. All questions must be received a minimum of five days before proposal’s “deadline”.

IV. Proposal Guarantee

Vendors must guarantee that all information included in their proposal will remain valid for a period of 90 days from the date of proposal opening to allow for evaluation of all proposals.

V. Related Costs

School System is not responsible for any costs incurred by any vendor pursuant to the Request for Quote. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

VI. Insurance Requirements and Liability.

Each bidder or respondent to the RFQ who may have employees, contractors, or agents working on School System properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation of a minimum of \$250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on School System properties. There will be no exceptions to the insurance requirement.

VII. Payment Terms

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and School System's approval of conformance with specifications.

VIII. Deadline

Sealed proposals will be accepted until **10:00 A.M.; APRIL 15, 2015**. Proposals received after that time will be deemed invalid. 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

XII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the responses to this RFQ and making awards, the School System 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 a proposal price.

- Proposals will be examined for compliance with all requirements set forth herein
- Proposals that do not comply shall be rejected without further evaluation
- Proposals will be subjected to a technical analysis and evaluation
- 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 submitted proposals determined to be reasonably likely of being considered for selection to assure a full understanding of and responsiveness to the RFQ 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 www.sumnerschools.org under "Invitation to Bid" link.

XVIII. Invoicing

Invoices are to be submitted to:

Sumner County Board of Education
1500 Airport Road
Gallatin, TN 37066

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts.

XIX. Contract Nullification

The School System may, at any time, nullify the agreement if, in the judgment of School System, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between the School System and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by School System.

XX. Applicable Law

The School System is an equal opportunity employer. The School System 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 will 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, statues, rules or regulations, the provider will indemnify and hold the School System 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.

The School System 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 statues 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.

SUMNER COUNTY BOARD OF EDUCATION

Purchasing Department

1500 Airport Road

Gallatin, TN 37066

COMPANY NAME

ADDRESS

TELEPHONE

EMAIL

AUTHORIZED COMPANY
REPRESENTATIVE

EMIL _____

ATTACHMENT 1

STATEMENT OF NON-COLLUSION

The undersigned affirms that they are duly 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 an 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*)

ATTACHMENT 2

DRUG – FREE WORKPLACE

The School System 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 School System 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 – The School System is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – The School System is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, 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 Tests – Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the School System Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any contractor(s) providing goods or services to School System must comply with all State and Federal drug-free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE 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 the Sumner County Board of Education to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred as the “Company”) and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.
3. The Company is in compliance with all State and Federal Laws, Rules and Regulations requiring a drug-free workplace program.

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: _____

ATTACHMENT 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

ATTACHMENT 4

CERTIFICATION BY CONTRACTOR

I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.

_____ Title

_____ Name

_____ Date

_____ Witness