

Invitation to Bid

20141007 – RESTROOM PARTITION MATERIAL

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for 20141007 – RESTROOM PARTITION MATERIAL until 9:00 A.M. CDT Tuesday, October 7, 2014. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please contact Chris Harrison, Purchasing Coordinator, at chris.harrison@sumnerschools.org. All proposals are subject to the Board of Education's conditions and specifications which are available from Vicky Currey, Purchasing Supervisor (615) 451-6560. All bids can be viewed on line at www.sumnerschools.org.

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 **9:00 A.M. Local Time TUESDAY, OCTOBER 7, 2014** for **20141007 – RESTROOM PARTITION MATERIAL**, 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 **20141007 – RESTROOM PARTITION MATERIAL** 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: 20141007 – RESTROOM PARTITION MATERIAL
DEADLINE: 9:00 A.M.; TUESDAY, OCTOBER 7, 2014
7. Facsimile responses will not be considered.
8. If a successful bidder violates any terms of their bid, the contract, school board policy or any law they may be disqualified from bidding for a period of two years for minor violations or longer for major violations. Bids from disqualified bidders will not be accepted during the period of disqualification.
9. Prices quoted on the response (if any) are to be considered firm and binding until the said **20141007 – RESTROOM PARTITION MATERIAL** are in the possession of the Sumner County Board of Education.
10. No purchase or contract is authorized or valid until the issuance of a Board Purchase Order in accordance with Board Policy. No Board Employee is authorized to purchase equipment, supplies or services prior to the issuance of such a Purchase Order.
11. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor, Vicky Currey (615) 451-6560.
12. All bids that exceed \$25,000 must have the Company Name, License Number, Expiration Date thereof and License Classification of Contractor listed on outside of sealed envelope. As required by State of Tennessee Code Annotated 62-6-119.
13. The awarded bidder will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by State of Tennessee Code Annotated 12-4-201.
14. If the project cost in excess of \$25,000 a performance bond must be secured by the requesting party in an amount equal to the market improvement value.

REQUEST FOR QUOTE

20141007 – RESTROOM PARTITION MATERIAL



**SUMNER COUNTY BOARD OF EDUCATION
SUMNER COUNTY, TENNESSEE**

DEADLINE: October 7, 2014 @ 9:00 a.m.

INTRODUCTION

The Sumner County Board of Education, herein known as the “School System”, is requesting a quote for 20141007 – RESTROOM PARTITION MATERIAL. In addition, all other Sumner County Government Departments and Agencies may also purchase from any submitted proposal.

GENERAL INFORMATION

I. Proposal Package

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

- Three (3) complete copies of proposal
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Properly completed Internal Revenue Service Form W-9
- If bid is in excess of \$25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters

New Vendors

To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the School System. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a Form W-9 is required. If Form W-9 is required for a new vendor, the department head shall forward a completed Form W-9 to the finance department. It can be obtained from the Internal Revenue Service’s website (www.irs.gov).

To comply with the Tennessee Lawful Employment Act, non-employees (individuals hired as independent contractors) must have on file any two (2) of the following documents:

- Valid Tennessee Driver License or photo ID issued by the Department of Safety
- Valid out-of-state Driver License
- U.S. Birth Certificate
- Valid U.S. Passport
- U.S. Certificate of Birth Abroad
- Report of Birth Abroad of a U.S. Citizen
- Certificate of Citizenship
- Certificate of Naturalization
- U.S. Citizen Identification Card
- Valid Alien Registration Documentation or Proof of Current Immigration Registration

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 interested 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 vicky.currey@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. The School Systems accepts "Net 30" terms.

VIII. Deadline

Sealed proposals will be accepted until TUESDAY, OCTOBER 7, 2014 @ 9:00 A.M. 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 that it fully conforms to the same general terms and requirements.

X. Package

The package containing the proposal must be sealed and clearly marked "20141007 – RESTROOM PARTITION MATERIAL" on the outside of the package. Responses may be hand delivered or mailed to the following address.

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

XI. Right to Seek a New Proposal

School System 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 the School System.

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.

XV. Assignment

Neither the vendor nor the School System may assign this agreement with prior written consent of the other party.

XVI. Liabilities

The vendor shall indemnify the School System 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.

The School System 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

School System is tax exempt.

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.

XXI. Specific Information

The School System is soliciting quotes for the purchase of restroom partition material. The quote shall be for materials and delivery only. Installation shall be completed by School System personnel. Delivery must be made to the following address:

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

High Density Polyethylene (HDPE) Solid Polymer

- Homogenous color throughout
- Black Paisley color
- 56" x 96" x 7/8"
- Sheets must be stacked on pallets. Each pallet shall have a maximum of four (4) sheets.

Installation Hardware

- Aluminum Bracket: double ear; 54" long; fits HPDE panel
- Aluminum Bracket: single ear; 54" long; fits HDPE panel
- Aluminum Bracket: "L" shape; 2"; 54" long
- Aluminum Continuous Door Hinge: 54" long; w/ screw shield
- Aluminum Panel/Screen Bracket: "U" shape; 54" long; 1" x 1 1/2"
- Aluminum Headrail: over pilaster type; fits HDPE panel; 120" length
- Aluminum Headrail Bracket: 1"
- Aluminum Door Latch
- Aluminum Door Stop
- Aluminum Door Handle
- 7/8" Sex Bolts – Male
- 7/8" Barrel Nuts - Female

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 20141007 – RESTROOM PARTITION MATERIAL

DEADLINE Tuesday, October 7, 2014 @ 9:00 a.m.

BID AMOUNT See attached BID TABULATION SHEET

BID GOOD THRU _____

NOTES: _____

BID TABULATION SHEET
20141007 – RESTROOM PARTITION MATERIAL

	Price/each
High Density Polyethylene (HDPE) Solid Polymer (minimum order quantity = 103 sheets)	_____
Aluminum Bracket: double ear (minimum order quantity = 185 each)	_____
Aluminum Bracket: single ear (minimum order quantity = 76 each)	_____
Aluminum Bracket: “L” shape; angle (minimum order quantity = 43 each)	_____
Aluminum Continuous Door Hinge (minimum order quantity = 80 each)	_____
Aluminum Panel/Screen Bracket: “U” shape (minimum order quantity = 56 each)	_____
Aluminum Headrail (minimum order quantity = 42 each)	_____
Aluminum Headrail Bracket (minimum order quantity = 100 each)	_____
Aluminum Door Latch (minimum order quantity = 77 each)	_____
Aluminum Door Stop (minimum order quantity = 77 each)	_____
Aluminum Door Handle (minimum order quantity = 77 each)	_____
7/8” Sex Bolts – Male (minimum order quantity = 5,000 each)	_____
7/8” Barrel Nuts – Female (minimum order quantity = 5,000 each)	_____
Freight	_____

A minimum order quantity has been established for the purposes of calculating shipping cost. The School System shall order the material via multiple purchase orders and shall be invoiced according to the purchase order. The School System shall place orders related to this bid at one time and shall receive only one shipment. The School System reserves the right to purchase additional quantities as required.

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

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 non-procurement programs by any federal department or agency;
2. Have not, within the three year period preceding this 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 a civil 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; or
 - 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

_____ I am unable to certify to the above statement. Attached is my explanation.

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