

Invitation to Bid

SUMNER COUNTY SHERIFF'S OFFICE VEHICLES

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 SUMNER COUNTY SHERIFF'S OFFICE VEHICLES until 10:00 a.m. CDT September 2, 2015. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please contact Don Badacour at 615-442-1819. All proposals are subject to the Board of Education/Sumner County Government'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

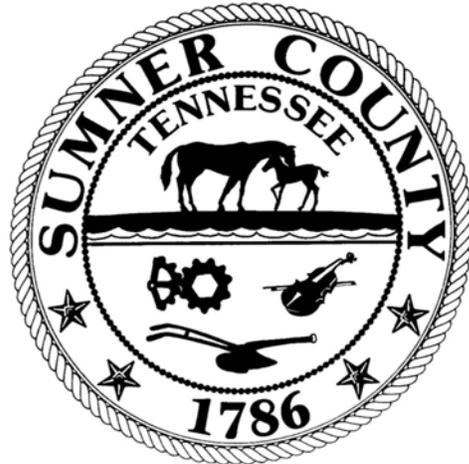
Responses to an Invitation to Bid will be received by the Purchasing Supervisor in the SUPPORT SERVICE FACILITY CONFERENCE ROOM, Sumner County Board of Education, 1500 Airport Road Gallatin, TN 37066. They will be received until **10:00 A.M. Local Time SEPTEMBER 2, 2015** for **SUMNER COUNTY SHERIFF'S OFFICE VEHICLES**, 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 **SUMNER COUNTY SHERIFF'S OFFICE VEHICLES** 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: SUMNER COUNTY SHERIFF'S OFFICE VEHICLES
DEADLINE: SEPTEMBER 2, 2015 @ 10:00 A.M.
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 **SUMNER COUNTY SHERIFF'S OFFICE VEHICLES** 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

SUMNER COUNTY SHERIFF'S OFFICE VEHICLES



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

DEADLINE: SEPTEMBER 2, 2015 @ 10:00 A.M.

INTRODUCTION

The Sumner County Government, herein known as the “County”, is requesting a proposal for SUMNER COUNTY SHERIFF’S OFFICE VEHICLES. 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 Purchasing Department. 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 the County
- 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 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, 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 Purchasing Supervisor, 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

The County 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 County 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 County 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 County approval of conformance with specifications. The County accepts "Net 30" terms.

VIII. Deadline

Sealed proposals will be accepted until SEPTEMBER 2, 2015 @ 10:00 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 "SUMNER COUNTY SHERIFF'S OFFICE VEHICLES" 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

The 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 the County.

XII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the responses to this RFQ and making awards, the 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 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 County may assign this agreement with prior written consent of the other party.

XVI. Liabilities

The vendor shall indemnify the 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.

The 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

The County is tax exempt.

XVIII. Invoicing

Invoices are to be submitted to:

Sumner County Sheriff's Office
117 W. Main Street
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 County may, at any time, nullify the agreement if, in the judgment of the County, 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 County 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 the County.

XX. Applicable Law

The County is an equal opportunity employer. The 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 the 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.

The 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.

XXI. Specific Information

The Sumner County Sheriff's Office is seeking to purchase 2015 or 2016 new, never titled vehicles. The following specifications are the preferred specification. The County shall accept proposal for vehicles that are equal to or better than the referenced specifications. All questions, related to the specifications, must be direct to Don Badacour at dbadacour@sumnersheriff.com.

The County reserves the right to award each item separately or all to one vendor.

NEW NEVER TITLED 2015 OR 2016 FORD POLICE INTERCEPTOR UTILITY AWD

BASE EQUIPMENT GROUP

3.7 V6 ENGINE

6 SPEED AUTOMATIC TRANSMISSION

3.65 AXLE RATIO

TIRES-P245/55R 18 AS BSW BLACK 18" STEEL WHEELS

113" WHELLBASE

ALL WHEEL DRIVE

VINYL FLOOR COVERING

H.D. CLOTH BUCKET SEATS FRONT / VINYL SEATS REAR

AM/FM/CD/MP3 CAPABLE

FRONT DOME LIGHT RED/WHITE

NOISE SUPPRESSION STRAPS

DRIVERS SIDE L.E.D. SPOTLIGHT

REAR WINDOW AND DOOR LOCKS INOPERABLE

DARK CAR FEATURE

DAYTIME RUNNING LIGHTS

FRONT LIC PLATE BRACKET

REMOTE KEYLESS ENTRY WITH TWO (2) FOBs AND FOUR (4) KEYS NO KEY PAD

PAINT OXFORD WHITE WITH DARK COLORED INTERIOR

GRILLE L.E.D. LIGHTS, SIREN &SPEAKER PRE-WIRING

NEW NEVER TITLED 2015 OR 2016 FORD EXPLORER 4X4 BASE (K8B)

BASE EQUIPMENT GROUP

3.5L V6 ENGINE

6 SPEED SELECTSHIFT AUTOMATIC TRANSMISSION FOUR WHEEL DRIVE

3.65 AXLE RATIO

P245/60R 18 BSW TIRES 18" PAINTED ALUMINUM WHEELS W/FULL WHEEL COVERS

CLOTH BUCKET SEATS FRONT

113" WHEEL BASE

AM/FM STEREO W/SINGLE CD/MP3 CAPABLE RADIO

FRONT LICENSE PLATE BRACKET

DAYTIME RUNNING LAMPS

PAINT COLOR (BUYERS SELECT)

NEW NEVER TITLED 2015 OR 2016 FORD F150 REG CAB 4X4 PICK UP TRUCK

5.0L V8 FFV ENGINE

3.55 AXLE RATIO

BASE EQUIPMENT GROUP

6 SPEED AUTOMATIC TRANSMISSION W/ TOW-HAUL MODE

VINYL 40/20/40 FRONT SEAT

122.5" WHEELBASE

AM/FM STEREO W/FOUR SPEAKERS

LT245/70R17E BSW A/T

17" SILVER WHEELS

CLASS IV TRAILER HITCH RECEIVER CAPABILITY UP TO 5,000 LBS

FRONT LICENSE BRACKET

XL POWER EQUIPMENT GROUP

POWER WINDOWS & DOOR LOCKS

KEYLESS ENTRY WITH TWO (2) FOBs

NEW NEVER TITLED 2015 OR 2016 FORD F 150 SUPER CAB 4X4 PICK UP TRUCK

VEHICLE SPECS ARE THE SAME AS THE F150 REG CAB EXCEPT FOR THE WHEEL BASE

WHEEL BASE SUPER CAB 145"

NEW NEVER TITLED 2015 OR 2016 FORD 350 TRANSIT H.D. 15 PASSENGER VAN

STANDARD EQUIPMENT

3.7L Ti VCT ENGINE

6 SPEED AUTOMATIC TRANSMISSION W/ OVERDRIVE

148" WHEELBASE

3.73 AXLE RATIO

235/65R16 AS BSW TIRES

16" BLACK WHEELS W/BLACK HUB CAPS

DUAL BUCKET SEATS FRONT CLOTH

15 PASSENGER SEATING / VINYL SEATS

FRONT LICENSE PLATE BRACKET

AM/FM RADIO

DAYTIME RUNNING LIGHTS

POWER EQUIPMENT GROUP / FRONT POWER WINDOWS/ALL DOOR LOCKS/KEYLESS ENTRY

PAINT OXFORD WHITE

VINYL FLOOR COVERING

INSIDE REAR VIEW MIRROR

FRONT DOME LIGHT

HINGED SIDE DOORS (NO WINDOWS)

50/50 HINGED REAR DOORS W/ WINDOWS

HEADLINER FRONT TO REAR

FRONT AND REAR AIR CONDITIONING

NEW NEVER TITLED 2015 OR 2016 HARLEY DAVIDSON MOTORCYCLE

2016 FLHP

103 CU. IN MOTOR

6 SPEED TRANSMISSION

AIR SEAT

MATCHING KEY FOR ALL KEYED COMPONENTS

POLICE SIREN KIT

POLICE TOURPACK

BIRCH WHITE

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 SUMNER COUNTY SHERIFF'S OFFICE VEHICLES

DEADLINE SEPTEMBER 2, 2015 @ 10:00 A.M.

BID AMOUNT SEE ATTACHED PAGE

BID GOOD THRU _____

NOTES: _____

2015/2016 Police Interceptor Utility AWD

\$ _____

Make _____

Model _____

Year _____

2015/2016 SUV 4x4 Base (K8B)

\$ _____

Make _____

Model _____

Year _____

2015/2016 Truck Regular Cab 4x4

\$ _____

Make _____

Model _____

Year _____

2015/2016 Truck Super Cab 4x4

\$ _____

Make _____

Model _____

Year _____

2015/2016 15 Passenger Van

\$ _____

Make _____

Model _____

Year _____

2015/2016 Motorcycle

\$ _____

Make _____

Model _____

Year _____

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 County 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 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 – The County 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 County 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 the County 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