

Invitation to Bid

041416-02 TRACTOR

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 041416-02 TRACTOR until 10:00 A.M. CDT April 14, 2016. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please Kim Ark at 615-452-3604. 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 **10:00 A.M. Local Time APRIL 14, 2016** for **041416-02 TRACTOR**, at which time the responses will be opened, taken under advisement and evaluated. ***BIDS WILL BE POSTED ON www.sumnerschools.org and www.sumnertn.org***

GENERAL REQUIREMENTS AND CONDITIONS

1. The Sumner County Board of Education/Sumner County Government 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/Sumner County Government 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 **041416-02 TRACTOR** are inspected and approved as meeting all specifications by persons appointed by the Sumner County Board of Education/Sumner County Government.
6. Responses submitted must be in a sealed envelope and marked on the outside as follows:
RESPONSE: 041416-02 TRACTOR
DEADLINE: APRIL 14, 2016 @ 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 **041416-02 TRACTOR** are in the possession of the Sumner County Board of Education – Purchasing Supervisor.
10. No purchase or contract is authorized or valid until the issuance of a Purchase Order in accordance with Sumner County Government Policy. No 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 is in excess of \$25,000 a performance bond must be secured by the requesting party in an amount equal to the market improvement value.

Introduction

Sumner County Government, or herein known as "Sumner County", is hereby requesting a proposal for a New Tractor with Attachments, see specific specifications requested.

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 non conforming bid if any applicable item is missing.

- Three (3) complete copies of proposal
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License
- Evidence of compliance with the Sumner County Insurance Requirements, if work is performed on Sumner County Property
- Signed and completed Statement of Non Collusion (Attachment 1)

3. In

VI. Insurance Requirements and Liability

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on Sumner 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 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 will

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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.

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 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> under "Bids" link.

XV. Assignment

Neither the vendor nor Sumner County 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:

Jaime Muncy
County Executive's Office
355 N. Belvedere Drive, Room 102
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

Sumner County may, at any time, nullify the agreement if, in the judgment of Sumner 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 Sumner 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 Sumner County.

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Specific Information

The Sumner County Executive's Office is soliciting bids for the purchase of One (1) New Tractor with Attachments, see minimum tractor specifications.

Minimum Tractor Specifications:

1. 50-60 HP Diesel Tractor
2. 4WD
3. Front End Loader on Tractor
4. Tractor and attachments will include any and all PTO and hydraulic fittings for operation

Attachments requested:

- 1) Rotary Cutter (bush hog) attachment

Size attachment for tractor (wide as tractor) 7-8 foot size range preferable

- 2) Backhoe attachment

Size attachment for

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 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 _____

ATTACHMENT 2

DRUG FREE 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 can (B p6YcfA -Ed,0s AAc, DA7A \$8 D\

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 to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to 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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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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