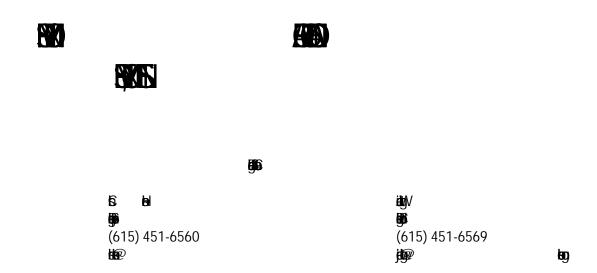


### 20170822-O







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.

# lid

Sumner County Government, or herein known as  $\$ Sumner County  $\$ is hereby requesting a proposal for a Livestock Trailer (}  $\$ CE  $\$ ^ $\mu$ uv  $\$ CE  $\$ CE

3. 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.

#### I **€**

- **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 non-appropriation of funds provision of the Sumner County Government.
- x ∣( ààààààààãñ sa 5S ä> '€

## V **4**

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.

#### V **⊊**n

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 ^ Z } } o ^ Ç approw{} • of conformance with specifications.

#### V Đ

Sealed proposals will be accepted until **§**2 , 2017 @ 0:00 a.m local time. Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing **[X** oposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions.

#### K **149**

A withdrawn proposal may be resubmitted up to the time designated for the r 11. Dnated i\$912 iidTf024 r.04 Tf1 0 0 1 43

#### K E

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.

#### **K b** s

#### k b

Invoices are to be submitted to:

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^μuv Œ }μvšÇ ^Z Œ](([• K(()]
117 West Smith Street
Gallatin TN 37066
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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.

#### X 🏚

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.

#### 

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, statues, 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 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.

#### **K** Specific Information

The vendor shall utilize the following information as minimum requirements for submitting a proposal.

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   x 	ilde{o}[/v 	ilde{s} 	ilde{OE}] \} 	ilde{OE} , ] P Z 	ilde{s}
   x Dual Axel with Minimum 7000# GVWR (3500# x 2)
   x \hat{i}_{\mu} \otimes OE \sim u v u u \bullet
   x Electric Brakes on both axels
   x D.O.T. compliant lighting package
   x Safety Chains
   x Emergency breakaway switch and battery backup
   x 7-way RV style plug
   x Center cut gate
   x Z ] o \S OE • \sim u]v]u\muu \tilde{n}_•
   x Exterior nose cap
   x Tongue jack (7000# minimum capacity)
   x Aluminum diamond plate gravel guard on the front
```

The bid must include a delivery date and/or pick up date.

Pickup = If within a 100 mile radius

Delivery = If over a 100 mile radius (cost must be included in price)

Purchasing Office 1500 Airport Road Gallatin, TN 37066

**M** 2

#### F3 - HER/

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.

<u>Drug-Free Workplace Act of 1988</u> **t** Sumner County Government 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 tSumner County Government is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

<u>Right to an Alcohol and Drug-Free Workplace</u> - 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.

<u>Required Alcohol and Drug Tests</u> - 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 which have safety sensitive positions.

<u>Contracts</u> tAny 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 DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

8	- H <b>all</b> y	(page 2)		
STA	TE OF	_		
COL	JNTY OF			
1. T • 2. T gove	tracting with Sumner County Go he undersigned is a principal of a v Ç • v ]• µ of he Company submits this Affid bernment to provide goods or ser	vernment to provide goods or officer ofoC \ \mu \section \ Z \ \OE \] \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	* services, hereby states und Æ of phis Cošnzajny. ((] ving pay pursuant to a cor	of five (5) or more employees der oath as follows: _ (hereinafter referred to as the À ] š } v Z o ( ntract with the state or any local and a drug-free workplace program.
Furt	her affiant saith not.			
Prin	cipal Officer:		_	
	TE OF			
me	ore me personally appeared on the basis of satisfactory evic purposes therein contained.	lence) and who acknowledged	, with whom I am personal d that such person execute	ly acquainted (or proved to d the foregoing affidavit for
Witi	ness my hand and seal at office	this day of	, 20	
Not	ary Public			
Му	commission expires:			

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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 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 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 sta	tement. A	Attached is r	ny explana	ation.