

## Invitation to Bid

### 20140909 - LED LIGHTING RETROFIT

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 20140909 - LED LIGHTING RETROFIT until 9:00 a.m. CDT Tuesday, September 9, 2014. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please contact Vicky Currey, Purchasing Department at [vicky.currey@sumnerschools.org](mailto:vicky.currey@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](http://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, SEPTEMBER 9, 2014** for **20140909 LED LIGHTING RETROFIT**, at which time the responses will be opened, taken under advisement and evaluated. ***BIDS WILL BE POSTED ON [www.sumnerschools.org](http://www.sumnerschools.org)***

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### 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 **20140909 LED LIGHTING RETROFIT** 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: 20140909 LED LIGHTNG RETROFIT**  
**DEADLINE: 9:00 A.M., TUESDAY, SEPTEMBER 9, 2014**

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# **PROPOSAL REQUEST**

## **20140909 LED LIGHTING RETROFIT**



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

**DEADLINE: TUESDAY, SEPTEMBER 9, 2014  
@ 9:00 A.M.**



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 depart

**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 TUESDAY, SEPTEMBER 9, 2014 @ 9:00 A.M. Proposals received after that time will be deemed invalid and returned unopened to the vendor. 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 “20140909 LED LIGHTING RETROFIT” on the outside of the package. Responses may be hand delivered or mailed to the following address.

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

**XI. Right to Seek a New Proposal**

**The 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 Sumner County.

**XII. Procedures for Evaluating Proposals and Awarding Contract**

In comparing the responses to this RFP and making awards, 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 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 School System may assign this agreement without prior written consent of the other party.

**XVI. Liabilities**

The vendor shall indemnify 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.

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**

Sumner County Board of Education 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**

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 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**

Sumner County, Tennessee is an equal opportunity employer. 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 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. but nyws5



**XXI Specific Information**

Jobsite: Millersville Elementary  
1248 Louisville Hwy.  
Goodlettsville, TN 37072

**Project Description**

Millersville Elementary is currently using approximately 200,000

**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 20140909 LED LIGHTING RETROFIT

DEADLINE 9:00 A.M., Tuesday, September 9, 2014

BID AMOUNT \$ \_\_\_\_\_ Materials

\$ \_\_\_\_\_ Labor

\$ \_\_\_\_\_ GRAND TOTAL

*\* Please list all support information on a separate page.*

BID GOOD THRU \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 1**

**STATEMENT OF NON-COLLUSION**

The undersigned affirms that they are dully 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 Board of Education 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.

Drug-Free Workplace Act of 1988 – Sumner County Board of Education 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 – Sumner County Board of Education is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

**DRUG-FREE WORKPLACE AFFIDAVIT (page 2)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees

## 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 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

**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**