Invitation to Bid

20160712-CO

Ballistic Vest with Outer Carrier

Note: Due date in the newspaper states July 12,2016 10:30 a.m. Please refer to Invitation to bid due date July 12,2016 9:30 a.m.

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 Ballistic Vest with Outer Carrier until 9:30 a.m. Tuesday July 12, 2016 local time. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please contact Sean Frary 615-451-0429 ext. 142 sfrary@sumnerems.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 School system website and www.sumnertn.org County website under the bid tab.

PROPOSAL REQUEST

20160712-CO

For

Ballistic Vest with Outer Carrier

For Sumner County Emergency Medical Service

SUMNER COUNTY BOARD OF EDUCATION
SUMNER COUNTY, TENNESSEE

Purchasing Staff Contact:
Vicky Currey
(615) 451-6560
vicky.currey@sumnerschools.org

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.

Introduction

Sumner County Government (hereinafter referred to as "Sumner County") is hereby requesting proposals to be submitted for approximately 100 to 120 Ballistic Vest with EMS style External Carrier for the Sumner County emergency medical services (EMS) personnel. 255 Airport Road Gallatin, TN 37066. In addition, all other Sumner County Government Departments and Agencies may also purchase for any submitted proposal.

Bid acceptance will be based on funding for this proposal. Bid pricing must be good for 1 year with the option to renew for additional 2 years.

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)
- Properly completed Internal Revenue Service Form W-9
- Evidence of a company's safety program and, if supported, a drug testing program (Attachment 2) Drug-Free Workplace Affidavit
- 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
- Certification By Contractor (Attachment 4)

NEW VENDORS

1. 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 Sumner County. 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 at www.irs.gov.

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

    - Valid Tennessee driver license or photo ID issued by 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

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.

II. Responses

- Proposal must include point-by-point responses to the RFP.
- 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 Sumner County Government.
- 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 RFP

The words “must” and “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that Sumner 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 Sumner County, via email at vicky.currey@sumnerschools.org, of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before proposal’s “deadline”. All responses to inquiries will be posted on the School System website (http://www.sumnerschools.org) under “Invitation to Bid” and Sumner County website at www.sumnertn.org.

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

Sumner County is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. 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 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 proposals will be accepted until **Tuesday July 12, 2016 9:30 a.m.** local time. 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. Proposals will be opened at an unspecified time after the deadline

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 "**20160712-CO BALLISTIC VEST FOR SUMNER CO EMERGENCY MEDICAL SERVICE** 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 Sumner 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 Sumner County.

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 County Website www.sumnertn.org under the 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 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:

Sumner County Emergency Medical Service
255 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

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.

XX. Applicable Law

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.

Specific Information

Proposals requirement details:

1. Invoices are to be sent to: Sumner County EMS, Doris Hawkins-Tweed,255 Airport Rd. Gallatin, TN 37066; a copy of the original order shall be sent with the packing slip(s) to Sumner County EMS, c/o Sean Frary, 255 Airport Rd. Gallatin, TN 37066.

2. All shipments exceeding $100.00 shall be FOB. **Yes_____ No _____**

3. For further information contact: Sumner County EMS, Sean Frary, 255 Airport Rd. Gallatin, TN 37066, Phone: 615-451-0429 ext 142, Email:.**or sfrary@sumnerems.org.**

4. Prices must remain firm for one (1) year from award date of contract. **Yes_____ No ____**

5. The County reserves the option to extend the contract term for two (2) additional one (1) year periods.
   Yes_____ No _____

6. The winning bidder may submit to the County, for its consideration, a contract price adjustment, not less than sixty (60) calendar days in writing prior to the beginning of each successive term.

   Yes_____ No _____

Sizing:

Does Vendor provide on-site sizing of employees? Yes ____ No ____

Sizing type: Custom _____ Universal _____

Warranty:

Does the manufacturer warranty against defect(s)?

All items listed in the bid section will be awarded to only one vendor. The company must have the ability to provide all listed supplies. In the event that the bidder does not have the ability to provide a given item, or a comparable substitute, the bidder is to notate NB in the "cost per unit" and the "cost per estimated quantity to be ordered" sections next to the applicable item on the Bid Section. Any listed supplies showing (NB-no bid) will be non- conforming.

Bidder understands and accepts the non-appropriation of funds provision of the Sumner County Government.

Minimum Bid Specifications:

Concealment Vest: (must be available in men and women styles)

Class IIA:

- Meets or exceeds NIJ 0101.06 ballistic resistance standards
- Six-point removable strapping system with adjustable VELCRO® brand
- Polyester-cotton carrier
- Trauma insert pockets in the front and back accommodate plates for additional blunt trauma protection
- Ballistic panels are self-supported to prevent sagging
- Threat Level IIA
- Split shirt tail construction for extended coverage
- Waterproof ballistic panel cover

Class IIIA:

- Meets or exceeds NIJ 0101.06 ballistic resistance standards
- Six-point removable strapping system with adjustable VELCRO® brand
- Polyester-cotton carrier
- Trauma insert pockets in the front and back accommodate plates for additional blunt trauma protection
- Ballistic panels are self-supported to prevent sagging
- Threat Level IIIA
- Split shirt tail construction for extended coverage
- Waterproof ballistic panel cover

Outer Carrier:

- EMS specific design with high visibility
- Moisture wicking inner lining for heat and moisture management
- medical gear pockets - one top load and one drop down
- Reflective striping front and rear for extreme visibility
- Front and rear IDs included with VELCRO® brand loop for attachment
- Dual mic tabs at shoulders
- Easy and secure body-side panel access
- Panel suspension for proper alignment prevents sagging and curling
- internal cummerbund for secure fit
- Fully adjustable side and shoulder closures with durable high-profile VELCRO® brand fasteners
- Internal front trauma plate pockets
- Blue in color (royal or navy)

Pricing:

Class IIA concealment vest:

Price per vest:

Male $ _____

Female $ _____

Class IIIA concealment vest:

Price per vest:

Male $ _____

Female $ _____

Outer Carrier (EMS Style):

Price per vest:

$_____

Optional:
Trauma Plates:

Price per panel:

Front Panel $_____

Rear Panel $_____

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 20160712-CO BALLASTIC VEST WITH OUTER CARRIER

DEADLINE July 12, 2016 9:30 a.m. local Time

BID AMOUNT $_____

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 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.

Drug-Free Workplace Act of 1988 – 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 – Sumner County Government 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 Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any 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).

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 (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 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 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