

# PROPOSAL REQUEST

20170523-CO-01

VEHICLE MAINTENANCE SUPPLIES

For Sumner County Sheriff's Office



## SUMNER COUNTY BOARD OF EDUCATION SUMNER COUNTY, TENNESSEE

Purchasing Staff Contact:  
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(615) 451-6560  
[vicky.currey@sumnerschools.org](mailto: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, or herein known as "Sumner County", is hereby requesting a proposal for 2017-2018 Vehicle /Maintenance Supplies for Sumner County Sheriff's Office 117 West Smith Street Gallatin, TN 37066 In addition, all other Sumner County Government Departments and Agencies may also purchase for any submitted proposal.

## **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](http://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 [Janice.wright@sumnerschools.org](mailto:Janice.wright@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](http://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 Sumner County's approval of conformance with specifications. The Sumner County Finance Department does not allow the practice of picking up checks in person.

**VIII. Deadline**

Sealed proposals will be accepted until **Tuesday May 23, 2017 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.

**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 "**VEHICLE/ MAINTENANCE SUPPLIES SUMNER CO SHERIFF'S OFFICE. BID 20170523-CO-01**" on the outside of the package. Responses may be hand delivered or mailed to the following address. Contact: [Monte Green <mgreen@sumnersheriff.com>](mailto:mgreen@sumnersheriff.com)

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> Neither the vendor nor School System may assign this agreement without prior written consent of the other party.

**XV. 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.

**XVI. Tax Status**

Sumner County Government is tax exempt.

**XVII. Invoicing**

Invoices are to be submitted to:

Sumner County Sheriff's Office  
117 West Smith 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.

**XVIII. 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.

**XIX. 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

### Requirements

Bid is to include Parts Listed for each vehicle, delivered to garage and online ordering, tracking and reporting of usage with independent billing for multiple accounts. Any other parts not listed will be available at the best Jobber Pricing available.

This bid is for the Sumner County Sheriff's Office and is open for use for any county agency, city or other qualified government user within the county.

### Special Notes:

- Wiper Blades are to be beam style
- Brake pads and rotors are to be **Premium, Heavy Duty** units
- Batteries are to be 24 month replacement free type
- Brands on chemicals are not specific as long as comparable
- Part numbers listed are what is currently being used, substitutions OK but **must** be comparable.
- Contact Monte Green at 615/442-1806 if you have any questions about vehicle specific needs.

This includes, but is not limited to, the Attached Listing information.

### Oil

75150 - 5w20 Blend	Fords
75050 - 5w30 Blend	Impalas
75520-5w30 Full Synthetic	Car 83 & 2015 F150 20w50 V-Twin for
112630	HD
9832	Power Steering Fluid Trans. Fluid-FV rated

### Oil filters

7348	H-D
21040MP	Older Chevy
21372MP	Crown Vics
21516MP	Dodge Trucks
21522MP	Impalas
27060MP	ChevTrk
27502MP	Expl/Esc

### Air Filters

2725	Dodge Trucks
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### Wipers

NPB20	20" - Driv Esc/F150
	22' - C/V-Impalas-Exp
NPB22	Pass
NPB24	24" - Dodge Truck
NPB26	26" - Dr side Explorer
60012E	Escape Rear
60011G	Explorer Rear

### Anti-Freeze

1 EXT	Yellow Universal
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### Washer

#### Fluid

PLUS 32	Summer Formula
MINUS 20	Winter Formula

### Chemicals

MAC 1072	Battery Terminal Cleaner
MAC 1067	Battery Terminal Sealer
MAC 4800	Brake Cleaner

26935/6935	Explorer
22484	Explorer(older)
22793	Escape
26814	Crown Vics
29115	Impalas
9883	Ford Trucks
9893	Older Escape

### Bulbs

194	
912	
1157	
3057	
3156	
3157	
9006	
9007	
9008	Escapes
787114	9005L Pigtail
194NA	
3157NA	
4057LL	
4157LL	
9005L	Explorers
BP1255/H11	Impala Low
BP1255/H3	Spotlights
BP1265H9	Impala High
EC277	9008 Pigtail
LS6493	9007 Pigtail
LS6533	H-11 Pigtail

### Batteries

7565	Explorer
7590	Escape
7534	Impala

MAC 8700	Carb Cleaner
MAC 7000	Windshield De-Icer
NCB 78571	Fuel Injector Cleaner
CRC 05110	Mass Air Flow Cleaner
7216	Starting Fluid
110408	WD-40

### Brakes

1721-0882	2006 H-D
1721-0883	2009 H-D
1721-1366	All H-D
SS-7834-X	Crown Vic Front
SS-7835-X	Crown Vic Rear
SS-7991-M	Dodge Front
SS-7867-M	Dodge Rear
SS-7950-X	Escape Front
FT8855	Explorer Front
UP8825-SD	Explorer Rear
SS-8269-X	Impala Front
SS-7387A	Impala Rear
SS-7900-X	Impala Rear
48880272	Rotor, Escape Front
880982	Rotor, Exp. Front
48880403	Rotor, Impala Front

### Misc.

35352	Chv Exh Rings
G10464	Car Wash
809-5242	Car Brush
760-1162	Bug Zapper
T470R	Spray Wax
5125	Hand Cleaner
MM03	Oil Chg Stkrs
800002220	Tire Wet
ADA112	Chevy Blend Door Actuator
2283993	Ford Purge Valve



**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**