

# PROPOSAL REQUEST

For

Office Supplies

For Sumner County Sheriff's Office



## SUMNER COUNTY BOARD OF EDUCATION SUMNER COUNTY, TENNESSEE

**Bid # 20170425-CO**

**Purchasing Staff Contact:**

**Vicky Currey**

**(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 Office Supplies for Sumner County Sheriff's Office location 117 W. Smith St. 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 [vicky.currey@sumnerschools.org](mailto: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](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 **February 7, 2017 10:30 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 "**20170425-CO OFFICE SUPPLIES FOR SUMNER CO SHERIFF'S OFFICE**" 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](http://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 Sheriff's Office  
117 W. 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.

**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.

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 Sumner County Sheriff's Office Bid Specifications



Vendor/Company \_\_\_\_\_

Authorized Agent \_\_\_\_\_

Bid Price	Item	Make	Model	Color	Description
_____	White dry erase board		48x36 & 36x24		
_____	Paper				8 1/2 x11 case of 5,000 sheets
_____	Paper				8 1/2 x14 case of 5,000 sheets
_____	Folders	Smead pocket folder			letter size 5 1/4 expansion, legal size 3 1/2 expar
_____	Folders				Manila letter and legal size folders 100 per box
_____	Folders				Hanging file folders letter and legal size
_____	Legal Pads			Canary	5 x8 ruled pads, 8 1/2 x11 3/4, 8 1/2 x14
_____	planner	AT A GLANCE	YEARLY		monthly planner 70-260
_____	Pens	Papermate		black & red	ballpoint pens 12 in box
_____	Pens	G2 Pilot		black,red, bli	Gel rolling ball retractable 12 per box
_____	Pens	Papermate ink joy		black	Papermate i nk joy 700Rt 1mm dozen per box
_____	Pen refills	G2 Pilot		black, red, bl	pen refills for G2 Pilot
_____	Pens	Papermate	fiber tip	red	pens
_____	Markers	Sharpie		black	12 per box fine point sharpie
_____	Markers			black	Permanet markers
_____	DESK CALENDARS				AT-A-GLANCE SMALL AND LARGE SIZES
_____	Highlighters			yellow	Yellow highlighters 12 per box
_____	Highlighters			assorted	Assorted highlighters 12 per box
_____	Tape	Scotch Magic			12 rolls magic scotch tape
_____	liquid paper			white	liquid paper 12 per box
_____	correction tape		Tombow	white	correction tape
_____	pens	uni-ball vision elite		red,blue	uniball visio elite bold
_____	stapler			black	desk stapler
_____	Tape dispenser			black	tape dispenser
_____	Staples				20 boxes of 5000 each standard staples
_____	copy stamp			blue	blue copy stamp pre-inked message
_____	Received stamp			red	red copy stamp pre-inked message
_____	Rubberbands				assorted size rubberbands
_____	Hole Punch			black	2 hole, 3 hole standard punch
_____	Sticky Notes			yellow	3x3 self stick pads, 2x3, 1 1/2 x2 size
_____	Sheet Protectors			clear	Heavy weight presentation sheet protectors, 100 pack
_____	Ring Binder indexes			yellow	3 hole punched, big tab insertable storage dividers, clear tab
_____	CD/DVD SLEEVES			white	100 PER BOX
_____	dry erase markers		expo		4-6 per box
_____	Paper Fastner Bases			Silver	2 inch bases
_____	Adding Machine Tape			white	
_____	<b>Receipt Books</b>	Tops			Carbonless, duplicate numbered #46816
_____	<b>Binder clips</b>				<b>small 3/4, medium 1 1/4, large 2"</b>
_____	Log Book	BOORUM & PEASE			ruled 66-150R 66-300R
_____	Scissors				standard desk scissors
_____	Printer Cartridg	CANNON			IR-ADV4025
_____	Printer Cartridg	CANNON			PRO 1 KIT Pixma Pro 1 PGI-29
_____		HP			CC532A CC531A CC533A CC530A
_____		HP			305A

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_____	HP		CE411A	CE412A	CE413A	CE410A
_____	HP		HP 78A			
_____	HP		HP 932	HP 933		
_____	HP	HPM4555	CE90X			
_____	HP		HP Q6472A			
_____	HP		HP Q6471A			
_____	HP		HP Q6473A			
_____	HP		HP Q6470A			
_____	HP		HP 61	HP 61 COLOR		
_____	HP		HP 131A			
_____	HP		CF210A	CF211A	CF212A	CF213A
_____	HP		HP 940			
_____	HP		HP 88			
_____	HP		HP 90X			
_____	HP		HP Q5942A			
_____	HP		Q4770A	Q472A	Q471A	Q473A
_____	HP		HP 901XL	HP 901	TRI COLOR	
_____	HP		HP CP205	CC530A	CC531A	CC533A CC532
_____	LEXMARK		X658	X656DE	X656	
_____	LEXMARK		T650H11A	X644X11A		
_____	<b>LEXMARK</b>		<b>E360H21A</b>	X654X11A		
_____	LEXMARK		521H			
_____	DELL		2335DN	NX994		
_____	Binders	black	3 " with clear cover for labeling, 12 in case			
_____	Binders	black	2 " with clear cover for labeling, 12 in case			
_____	Binders	black	1 1/2 " with clear cover for labeling, 12 in case			
_____	Envelopes	white	white window envelopes			
_____	Envelopes	white	business plain envelopes #10			
_____	Clasp Envelopes		9x12 clasp envelopes			
_____	Clasp Envelopes		6x9 clasp envelopes			
_____	Clasp Envelopes		10 x13 clasp envelopes			
_____	Clasp Envelopes		10 x18 clasp envelopes			
_____	CDR	MEMOREX	50 PACK			
_____		SONY	50 PACK			
_____		MAXELL	50 PACK			
_____	CDRW	MEMOREX	50 PACK			
_____		SONY	50 PACK			
_____		MAXELL	50 PACK			
_____	DVDR	MEMOREX	16X 4.7GB 120 MIN.	50 PACK		
_____		SONY	16X 4.7GB 120 MIN.	50 PACK		
_____		MAXELL	16X 4.7GB 120 MIN.	50 PACK		
_____	<b>MONTHLY PLANNER</b>	<b>AT A GLANCE</b>	<b>8 7/8 X11</b>			
_____	STAMPER REPLACEMENT I	INK ROLLER	RED	2000 PLUS ES D11092 INK ROLLER		
_____	INK REPLACEMENT		BLUE/RED	T5440 DATER REPLACEMENT INK PAD 1 1/8 X2		
_____	DESK CHAIR MAT FOR CARPET		Heavy duty office 36x48			
_____	SHREDDER	Fellowes	POWERSHREAD 16 SHEET SHREDDER			



**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