

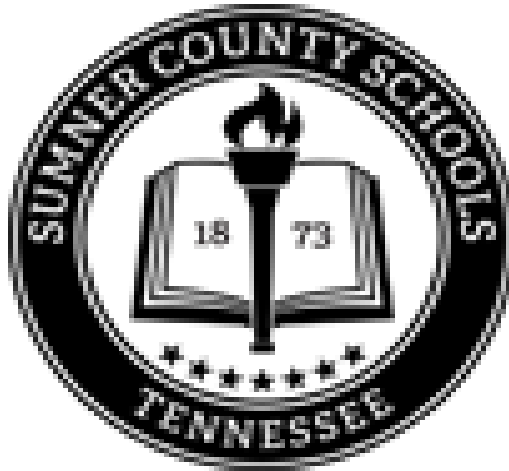
PROPOSAL REQUEST

20170411-CO

For

Communications Tower

For Sumner County Emergency Communications Center



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 a communications tower for the Sumner County Emergency Communications Center (ECC). 255 Airport Road 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.
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. 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 April 11, 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

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 **Communications Tower for Sumner County Emergency Communications Center 20170411-CO** 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:
Rhonda Lea
Sumner County Emergency Communications Center
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, statutes, 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 statutes 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

REQUEST FOR PROPOSAL

For

Radio Communications Tower

And

Installation Services

For

Sumner County Emergency Communications Center
--

Address Inquiries to:

Vincent Riley

Sumner County EMS

Email: vriley@sumnerems.org

Phone: (615)-451-0429 ext. 119

Or

Ken Weidner

Sumner County EMA

Email: kweidner@sumnerema.org

Phone: (615) 452-7584

BACKGROUND

The Sumner County Emergency Communications Center is currently building a new consolidated communications center that will provide dispatch facilities for multiple public safety agencies. This RFP seeks proposals for a turn-key installation of a self-supporting 150 Foot lattice type radio communications tower to be located at the new dispatch facility.

PROJECT DESCRIPTION

This project is to provide a self-supporting lattice type 150 Foot radio communications tower that will support public safety radio communication for the Sumner County Emergency Communications Center.

SCOPE OF WORK

This project consists of providing all materials and labor as specified in the RFP for the installation of a 150 Foot radio communications tower to be located at 255 Airport Road, Gallatin, TN.

Major Items to be furnished by the Successful Vendor

The proposal shall include but is not limited to providing all items detailed on the proposal form. All other items required shall be furnished to provide a functional tower as contemplated in the specifications. The successful contractor shall provide the following goods and services:

- A 150 Foot lattice type self-supporting tower
- Tower shall be an Exposure Class C, Structure Class III tower rated for 90 mph with zero inches of radial ice and shall meet the EIA/TIA-222-G standard.
- Tower shall have a minimum face width of 3.5 feet at the top section
- Tower shall be provided with a suitable cable ladder traversing the full height of the tower
- Installation shall include the installation of a NEMA-4 rated, 36" X 48" X 18" watertight, pad mounted outdoor cabinet provided by Sumner County for antenna feed line termination and lightning surge suppression to be installed at the base of the tower on a concrete pad. The cabinet shall be connected to existing underground conduits provided by Sumner County.
- The tower shall meet the tower loading specifications as described in this RFP
- The tower shall be grounded by R56 standards.
- Vendor shall provide a total of three 3' side arm mounts
- Vendor shall provide and install tower marking and lighting that meets FAA lighting requirements.
- Vendor shall integrate the tower lighting controller IO into the customer's existing SCADA / Telemetry tower monitoring system. This must include integration of the appropriate elements into the customer's existing SCADA software GUI.
- Successful contractor must ensure that all federal, state and local regulations are adhered to.

Tower Loading Specifications

Antenna / Mount Loading

<u>Item</u>	<u>Quantity</u>	<u>Height (ft.)</u>
6 Foot lightning Rod	1	145
Stand Off Arm, 3 Foot	3	130
Commscope DB-420 Antenna	3	130
Stand Off Arm, 3 Foot	3	110
21 Foot lightning Rod	1	110
Commscope DB-420 Antenna	3	110
Stand Off Arm, 3 Foot	3	90
21 Foot lightning Rod	1	90
Commscope DB-420 Antenna	3	90
Microwave Dish Mount	1	140
Telewave ANT140F2	2	120
Microwave Dish Mount	1	120
Telewave ANT140F2	3	100
Telewave ANT140F2	3	80
Telewave ANT140F2	2	60

Microwave Dish Loading

<u>Item</u>	<u>Quantity</u>	<u>Height (ft)</u>
Commscope PAR6-59	1	140
Commscope PAR6-59	1	120

Feedline Loading

<u>Item</u>	<u>Quantity</u>	<u>Height (ft)</u>
Climbing Ladder - Pipe	2	150
Commscope LDF5-50A (7/8 Foam)	3	130
Commscope LDF5-50A (7/8 Foam)	2	120
Commscope LDF5-50A (7/8 Foam)	3	110
Commscope LDF5-50A (7/8 Foam)	3	100
Commscope LDF5-50A (7/8 Foam)	3	90
Commscope LDF5-50A (7/8 Foam)	3	80
Commscope LDF5-50A (7/8 Foam)	2	60
Commscope EW63 Elliptical Waveguide	1	140
Commscope EW63 Elliptical Waveguide	1	120

Evaluation Procedures and Criteria

Evaluation of the proposals will be based on the competitive selection process, in which the evaluation of proposals will not be limited to price alone.

The competitive selection evaluation criteria are as follows:

- Quality of response to the Scope of Services – 25 points
- The cost of the services/materials offered – 25 points
- The demonstrated experience of the proposer to perform services as requested in the RFP to the satisfaction of the Sumner County Emergency Communications Center – 20 points
- The ability of the vendor to provide the contracted services promptly and within the time specified in his/her proposal, without delay or interference – 20 points
- The sufficiency of the vendor's financial resources and the effect thereof on his/her ability to perform or provide product – 5 points
- The ability of the vendor to provide future maintenance and services where such maintenance and service is essential – 5 points

Upon final vendor selection and contract development and before work can begin, a mutually agreed upon detailed work plan which will include cost, payment schedule and project timelines will be developed. Vendor shall not be reimbursed for the time spent during the development of the work plan. Although the RFP does not address the development of the work plan, interest in or knowledge of these components would be welcomed and may be considered in the evaluation process.

Warranty and Maintenance

As part of their proposal, the Vendor shall provide one-year warranty on all materials and labor. As part of their proposal, Vendor shall provide all maintenance services, including parts and labor for one year.

The warranty and maintenance period shall begin on the date of final acceptance.

Contents of Proposal

Proposals must include but need not be limited to the following information. As a part of their proposal preparation, vendors shall bear the burden of thoroughly and carefully explaining how their proposed equipment configuration best meets the requirements of Sumner County, Tennessee. This specification sets forth minimum capacity, performance, and requirements. Vendors may offer a proposal, which exceeds the minimums set forth in the documents. Vendors may suggest different business terms and conditions provided that their proposal references the difference as an "exception".

Minimum Vendor Requirements:

- The bidder shall hold a valid Tennessee General Contractor License with a minimum \$1,000,000 limit.
- The bidder shall have been in business in Tennessee for a minimum of five (5) years.
- The bidder's location shall allow one (1) hour response time for emergency service of tower lighting system.
- The bidder shall have deployed a minimum of two (2) tower installations in the area and provide references of such.

RFP Inquiries

Any and all questions regarding the specifics of this RFP should be directed to:

Vincent Riley
Sumner County EMS
Email: vriley@sumnerems.org
Phone: (615)-451-0429 Ext 119

Or

Ken Weidner
Sumner County EMA
Email: kweidner@sumnerema.org
Phone: (615) 452-7584

All questions will be reviewed in a timely manner and will be responded to via email. Responses to all questions will be sent to **ALL REGISTERED VENDORS** via email. Vendors who receive this RFP are automatically registered. Other vendors will be registered upon acquiring this RFP from the Sumner County Finance Department.

Proposal Due Date

Proposals for all materials and work solicited under this specification are due not later than:

Tuesday April 11, 2017 10:00 A.M local time

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

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 **20170411-CO** Communication Tower for Sumner County Emergency Communication Center
DEADLINE April 11, 2017 @ 10:30 a.m. local time

BID Total _____

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**