



August 29, 2017

NOTICE TO BIDDERS - CANCELED

BID #FY180012

Arlington Community Schools will receive bids from qualified vendors of **High School Graduation Caps and Gowns for Arlington High School, 5475 Airline Road, Arlington, Tennessee 38002**. General Terms and Conditions and Specifications are contained in this bid. There will be a public opening of this bid not later than **11:00 A.M. Central Time, Wednesday, September 20, 2017, Purchasing Shared Services, Bartlett City Schools, Administration Offices, 5650 Woodlawn, Bartlett, Tennessee 38134**.

All bids must be received and time stamped in Purchasing Shared Services, Bartlett City Schools Administration Offices, 5650 Woodlawn, Bartlett, Tennessee 38134, prior to stated bid opening date and time. Bids received after the specified date and time will be considered late and will not be opened.

Arlington Community Schools reserves the right to reject any or all bids, waive defects or informalities in bids and to make awards as deemed to be in its best interest. If awarded, awards will be made to the lowest and best vendor.

In compliance with this Invitation to Bid, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to indemnify, protect, defend and hold harmless Arlington Community Schools, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against Arlington Community Schools, its agents and employees arising out of the use of any product or article that is provided pursuant to the bid. Bidder further agrees to indemnify, protect, defend and hold harmless Arlington Community Schools, its Board Members, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries or damages sustained by any person arising out of or in the course of the bidder performing or failing to perform the service and/or providing or failing to provide the goods related to this bid.

Bidder also certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide his/her/its employees any segregated facilities at any of his/her/its establishments.

The Municipal School Districts offer educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

_____			TERMS: _____	DELIVERY: Days A.R.O. _____
COMPANY NAME				
_____			_____	
ADDRESS			PHONE	FAX
_____	_____	_____	_____	
CITY	STATE	ZIP	E-MAIL ADDRESS	
Name and signature below certifies that you understand and agree to all information contained in this Bid.				
_____			_____	
AUTHORIZED REPRESENTATIVE (Print)			SIGNATURE	DATE

GENERAL TERMS AND CONDITIONS:

- A. All pricing must be completed on bid sheet provided. Pricing quoted shall be Arlington Community Schools' final actual cost. F.O.B. Destination. Vendors must submit literature concerning the sample quoted. Bid pricing quoted shall be firm until all items have been received, approved, and accepted by Arlington Community Schools.
- B. Vendor shall supply desired color of caps and gowns. Caps and gowns must be an acceptable quality and appearance. Minimum product specifications are provided. Vendors must meet and/or exceed minimum product specifications.
- C. Quantities shown in this bid are believed to be accurate, however, Arlington Community Schools reserves the right to increase or decrease the numbers shown in this bid. **There is no guarantee as to the total amount of funds in the award of this bid.**
- D. Successful bidder will provide Arlington High School, 5475 Airline Road, Arlington, Tennessee 38002, with complete, personalized service which includes, but not limited to: 1) individually package each student's cap and gown and 2) ensure proper fit of caps and gowns.
- E. Any and/or all products damaged upon receipt shall be replaced within 24 hours after notification by Arlington Community Schools at no additional charge to Arlington Community Schools.
- F. Bidder's recommendation must be compliant with local, state and federal laws and regulations including but not limited to seismic. The successful bidder shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws; rules, and regulations, including applicable licensing requirements, according to sound engineering, management and safety practices, and in compliance with any and all reasonable rules of the school districts relative to the premises.
- G. Successful bidder must be licensed in accordance with the law and be a factory authorized dealer. Vendor must have successfully performed/delivered in projects of similar scope and size. Successful bidder will be responsible for obtaining and furnishing any/all permits with local and/or state codes enforcement agencies to complete this project as described in this bid.
- H. Bidder **must** submit a list of five (5) references for projects completed. References shall be for projects of similar scope and size. References shall include: company name, address, telephone number, contact name, email address, and date project was completed. If references are not included, it **may** result in your bid being rejected.
- I. **Required measure and order date no later than February 1, 2018. Successful bidder shall give not less than 48 hours notification prior to measurement and order date. All products must be delivered, received, approved, and accepted by Arlington Community Schools no later than April 9, 2018. Successful bidder shall give not less than 48 hours notification prior to delivery, and distribution.**
- J. **Bidder must state completion time after receipt of order (Days A.R.O.). Completion date quoted is critical and shall be considered in the evaluation and award of this bid.**
- K. Arlington Community Schools the right to assess liquidated damages in the amount of \$500.00 per day (after required completion date) until this project is completed, received, approved and accepted by Arlington Community Schools.
- L. Arlington Community Schools reserve the right to request any additional information or samples deemed necessary in the evaluation of this bid. Requested information shall be submitted within five (5) business days from date of request and at no additional cost to Arlington Community Schools.

GENERAL TERMS AND CONDITIONS: cont'd.

- M. Pricing quoted shall be guaranteed firm for a minimum one (1) year from date of award. Initial contract period will run from October 1, 2017 through September 30, 2018 with the option to extend annually for up to four (4) additional consecutive one (1) year periods if agreeable by all parties and at the original pricing quoted in bid. Quantities provided are estimates and are not guaranteed. Quantities may vary yearly.
- N. Costs not delineated in the bid response will not be negotiated in the contract.
- O. Successful bidder and their employees must adhere to all applicable school policies and procedures.
- P. Warranty: One (1) full year material (Manufacturer's Standard) warranty. Warranty period shall begin from the date of acceptance by Arlington Community Schools.
- Q. If at any time Arlington Community Schools is dissatisfied with the quality of service provided, a written notice of the specific problem(s) will be furnished to the vendor by certified letter. If the problem is not corrected to the satisfaction of Arlington Community Schools within thirty (30) days of this written notice, this entire contract may be unilaterally terminated by Arlington Community Schools with no further obligation on the part of Arlington Community Schools. Contract may also be terminated if three (3) or more such occurrences occur within any twelve (12) month period.
- R. Arlington Community Schools reserves the right to award this bid by line item, groups of items or the entire list of items (Lump Sum Total), whichever is deemed to be in the best interest of Arlington Community Schools. Lump sum totals will be determined by the sum total of the extended unit cost of each item in a lump sum grouping. In all cases, the unit cost multiplied by the quantity bid will determine the extended cost of a line item.
- S. **Any and/all revisions made to this bid prior to due date will be posted on the following website and will be the responsibility of the bidder to check for any and/all revisions, <http://www.bartlettschools.org>, under About US click Bid & RFP Opportunities.**
- T. The General Terms and Conditions and Specifications listed in this bid constitute the total General Terms and Conditions and Specifications that will be acceptable. Arlington Community Schools will not be bound by conditions other than those stated. Bid award will be made to the best responsive bidder meeting the requirements of Arlington Community Schools.
- U. No bid may be withdrawn for a period of sixty (60) days after the bid opening without written approval of Director of Purchasing Shared Services.
- V. Arlington Community Schools reserves the right to request any additional information deemed necessary in the evaluation of this bid. Requested information shall be submitted within five (5) business days from date of request.
- W. An agent that can legally bind the bidding vendor must sign Bid Cover Sheet and Hold Harmless Agreement and include both documents with their bid response.
- X. It is understood that the bidder, if awarded an order or contract pursuant to this bid, agrees to protect, defend and save harmless, Arlington Community Schools from any suits or demands for payment that may be brought against it as a result of the contract.
- Y. All work should be performed in a neat and workman like manner. Any and all cleanup of debris is the responsibility of the successful bidder.
- Z. The successful vendor shall be a licensed contractor in the State of Tennessee and shall meet all necessary legal requirements for conducting business with the Arlington Community Schools.
- A1. All price quotations and related materials must be received in a sealed envelope and/or package. Time, date and nature of bid must be clearly marked on face of sealed envelope and/or package. Attach label from last page of this document to the outside of your bid submission.

GENERAL TERMS AND CONDITIONS: cont'd.

- B1. The successful vendor must carry insurance as specified and must be submitted within five (5) business days from date of request.
1. Worker's compensation coverage in accordance with the statutory requirement and limits of the State of Tennessee
 2. Comprehensive General Liability Insurance for bodily injury (including death) and Property Damage Insurance of \$1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee
 3. Comprehensive automobile liability insurance covering owned, hired and non-owned vehicles with a minimum of Bodily and Property damage of \$1,000,000.00 each accident, combined single limit from a company licensed to write insurance policies in the State of Tennessee
 4. Excess or umbrella insurance of \$1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee
- C1. Purchasing Shared Services shall be supplied satisfactory proof of coverage of the above required insurance. In addition Arlington Community Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on Auto, GL, and Excess Policies.
- D1. The successful bidder agrees that they will function as an independent contractor and agrees to indemnify and hold harmless Arlington Community Schools, its Board Members, employees, and agents for any and all claims that may arise out of its duties contracted for pursuant to this bid.
- E1. By agreeing to provide goods or services to any school within the School Districts, you are attesting that you are aware of your obligations under T.C.A. 49-5-413(d) to ensure that all of your employees who have direct contact with students of the School Districts or to children in the School Districts' child care program or who have access to the grounds of any School District when children are present have done the following:
- (1) Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with the School District's children or entering the grounds of the School District;
 - (2) Successfully passed the aforementioned criminal history records check. If the criminal history records check indicates that the employee has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in the T.C.A. 40-39-202(17) or a violent sexual offender in the T.C.A. 40-39-202(25) the employee may not enter the grounds of the School Districts or have direct contact with students of the School Districts or to children in the School Districts child care program.

The proposer also agrees that if one of your employees commits a sexual offense as defined in 40-39-202 or violent sexual offense as defined in 40-39-202 after you have conducted your initial criminal history check on such employee, said employee will notify you of the offense and you will subsequently not permit that employee to have contact with students of the School Districts or to children in a School District's child care program or to enter the grounds of the School Districts.

You also agree and understand that your failure to satisfy all of the requirements of T.C.A. 40-39-202(17) will be deemed to be a material breach of this contract which could subject you to breach of contract damages.

GENERAL TERMS AND CONDITIONS: cont'd.

F1. In accordance with the Iran Divestment Act:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

G1. I further attest and agree to immediately notify Purchasing Shared Services ("PSS") if either I or the entity I represent can no longer make the foregoing certification. I understand that failure to notify PSS may invalidate any and all agreements I have with the municipal school districts

H1. Arlington Community Schools reserves the right to require a Performance, Materials and Labor Bond from the successful proposer. In such an event the document cost for the Performance, Materials and Labor Bond will be reimbursed to the successful proposer. If a notarized Performance, Materials and Labor Bond is required by the Owner the notarized Performance, Materials and Labor Bond must be from an insurance company licensed in the State of Tennessee for 100% of the contract amount awarded. If required the notarized Performance, Materials and Labor Bond must be provided to:

Mr. Joseph Anderson
Purchasing Shared Services
5650 Woodlawn
Bartlett, Tennessee 38134

State your cost per \$1,000.00 for Performance, Materials and Labor Bond, if required \$_____

I1. The General Terms and Conditions and Specifications in no way favor one (1) vendor over another. Bidders shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission of Arlington Community Schools.

J1. As deemed necessary, Purchasing Shared Services reserves the right to seek competitive pricing for bid items listed during the duration of the awarded contract.

K1. Successful bidder must supply manufacturer's Safety Data Sheets (SDS) on all products where applicable, prior to payment of any Purchase Order.

L1. Arlington Community Schools has the right at its discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond Arlington Community Schools control.

M1. NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Contract, funds for this Contract are payable from state, federal and or local appropriations. In the event that no funds or insufficient funds are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of this Contract, this Contract shall become null and void. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this Contract.

N1. Any alteration to this bid document by a vendor will deem that vendor's response to this bid as null and void.

O1. Arlington Community Schools offers educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.

GENERAL TERMS AND CONDITIONS: cont'd.

- P1. Municipal School Districts reserve the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies and/or School Districts) who express an interest in participating in any contract that results from the bid. Each of the piggyback Institutions will issue their own purchasing documents for purchasing of the goods/services by bidding of this service. Bidder agrees that Municipal School Districts shall bear no responsibility or liability for any agreements between bidder and the other Institution(s) who desire to exercise this option.
- Q1. Municipal School Districts encourages qualified minority and/or women-owned businesses to submit bids. Arlington Community Schools awards bids without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.
- R1. Questions regarding bid specifications should be directed to Debbie Yates, Financial Secretary, debra.yates@acsk-12.org, no later than 4:00 P.M., Friday, September 15, 2017. Purchasing questions should be directed to Joseph Anderson, Director Purchasing Shared Services, janderson@bartlettschools.org, no later than 4:00 P.M., Friday, September 15, 2017. **All questions must be submitted by email.**

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between _____
Name of Contractor

(hereinafter Contractor), and Arlington Community Schools named in this bid.

Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from Arlington Community Schools "Contractor" agrees to indemnify, protect, defend, and hold harmless Arlington Community Schools its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Arlington Community Schools, its Board Members, agents and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to Arlington Community Schools.

(Name of Contractor) _____

BY: _____

TITLE: _____

State of Tennessee

County of Shelby

_____ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of _____.

Signature

Witness by hand and Notaries seal at office this _____ day of _____, year of _____.

Notary Public

My Commission Expires: _____

SPECIFICATIONS:

Retainable Caps/Gowns:

100% polyester with matte finish with zipper
Color: 00080-navy blue

Caps-on size fits all:

100% poly elastic with corrugated cardboard inside
Color: 00080-navy blue

Tassels:

100% rayon
Length – 9”
Length of Looped Cord – 6”
Includes year of graduation on tassel
Color: 00080-navy blue

Stoles:

100% polyester
Length – 60”
Color: Old Gold CFB53B
Embroidery AHS on one side and 2018 on the other
Color of Embroidery Thread: 00080-navy blue

Successful vendor will be required to come onsite to assist students in completing order forms and to collect funds. Orders forms and funds collected will be delivered to Guidance and successful vendor will remain onsite until order forms and funds balance.

Successful vendor must assist Arlington Community Schools with last minute requests for caps, gowns, tassels, and stoles.

**Purchasing Shared Services
 Bartlett City Schools
 Administration Offices
 5650 Woodlawn
 Bartlett, Tennessee 38134**

BID SHEET

Required measure and order date no later than February 1, 2018. Successful bidder shall give not less than 48 hours notification prior to measurement and order date. All products must be delivered, received, approved, and accepted by Arlington Community Schools no later than April 9, 2018. Successful bidder shall give not less than 48 hours notification prior to delivery, and distribution.

Bidder must state completion time after receipt of order (Days A.R.O.). Completion date quoted is critical and shall be considered in the evaluation and award of this bid.

All pricing must include shipping charges.

<u>Item No.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Extension Cost</u>
1.	Graduation Gowns (approximately 500) as per General Terms and Conditions and Specifications	\$ _____	\$ _____
2.	Graduation Caps (approximately 500) as per General Terms and Conditions and Specifications	\$ _____	\$ _____
3.	Tassels (approximately 500) as per General Terms and Conditions and Specifications	\$ _____	\$ _____
4.	Stoles (approximately 500) as per General Terms and Conditions and Specifications	\$ _____	\$ _____

Total Lump Sum (Items 1-4) \$ _____


Projected Completion Date (after A.R.O.) _____

State your cost per \$1,000.00 for Performance, Materials and Labor Bond, if required \$ _____

 Company Name

All price quotations and related materials must be received in a sealed envelope. Time, date and nature of BID must be clearly marked on face of sealed envelope. Attach label below to the outside of your BID submission.

FIRM NAME	

	BID #FY180012
	BID DUE
	PURCHASING SHARED SERVICES
	BARTLETT CITY SCHOOLS
	5650 WOODLAWN
	BARTLETT, TN 38134
Date:	_____
Time:	_____
Nature of BID	_____

All bids must be received and time-stamped in Purchasing Services, Bartlett City Schools, Administration Offices, 5650 Woodlawn, Bartlett, TN 38134, prior to stated bid opening date and time on Bid Cover Sheet. Bids received after the specified date and time are considered late and will not be opened.