

GENERAL BID REQUIREMENTS

1. It shall be the responsibility of the bidder to submit a bid response in full compliance with the conditions of this invitation to bid. Every bidder must be registered as a bidder with the Clarksville-Montgomery County School System.
2. The bid submitted must be in a sealed envelope with the outside information shown as provided with the invitation to bid. Responses to this invitation must be on the attached forms. Extra copies of the forms are available from the Purchasing Office for bidders who wish to offer more than one product or service which are considered equals. Such alternates must be clearly marked with the words "alternate bid." State of Tennessee contract prices for local governmental agencies will be considered as a bid. Quotations on items will not be accepted by phone before or after the bid opening for formal invitations to bid.
3. All formal invitations to bid specify a date, hour and location of the public bid opening. Each vendor shall be responsible for seeing that his bid arrives in time to be considered. Incorrect filing, mailing or lateness resulting from the United States Post Office or other courier service shall not be an excuse and such bids shall not be accepted. The only late bids that may be considered are those bids that are delayed as a result of incorrect handling by the purchasing or mailing employees in the building in which bids were to be received.
4. Bidders are invited to attend bid openings. All responses will be read aloud unless the length or number of responses is excessive. Bid tabulations will be made available for inspection in the office of the Purchasing Director within a few days.
5. Prior to the opening of any bid, the vendor shall be allowed to withdraw its bid in writing for any reason. If a mistake is discovered after the bid opening, only the Board of Education may allow the vendor to withdraw its entire bid.
6. It is the intent of this invitation to secure competitive bid responses. The specifications are intended only to indicate the general character, style and quality of the items desired. Bidders are encouraged to offer equipment, supplies or services either: (1) as specified herein; or (2) equal in character, style and quality to items specified herein. Bidder must warrant that his product will be equal or better than specified; otherwise, merchandise will be returned at bidder's expense. **If the bidder does not indicate otherwise, the bidder will furnish the exact item specified in this invitation.**
7. The Board of Education and/or the Chief Financial Officer reserves the right to accept or reject any and/or all bids in part or in whole, and to waive any minor irregularities in any bid. The Board of Education must approve all special purchases totaling \$50,000 or more. Special purchases are those that are not routine and that may or may not be specifically identified by line item in the budget.
8. All prices quoted must be complete and final **including inside delivery** and any specified set-up or installation of any nature. Quote only F.O.B. our location(s) unless otherwise indicated. It shall be the responsibility of successful bidders to make all necessary arrangements for delivery.
9. Partial payments will not be approved unless justification for such payment can be shown and conditions agreed upon by the vendor and the Chief Financial Officer.
10. The Clarksville-Montgomery County School System is not subject to Federal Excise Taxes, State of Tennessee Taxes or Local Taxes. Upon request, tax exemption certificates will be completed for vendors by the office of the Chief Financial Officer.
11. When requested or when a bidder is in doubt as to whether or not his product is equal or better, samples, specific information, specification, technical data, and/or demonstrations must be furnished for our inspection and/or testing at no expense to the Board of Education. If sample item(s) are not destroyed in testing, bidders may pick up their samples from the Purchasing Department.
12. If a vendor does not perform in accordance with the bid conditions or specifications or if a vendor fails to submit a bid on three (3) successive invitations, the Purchasing Department may remove the vendor from the official bid list.
13. Evaluation and award of bids will normally be on a line item basis, but the right is reserved to evaluate and award on group or aggregate basis or by any other method considered to be in the best interest of the Board of Education. Bids will be awarded to the best and lowest bidder. -Volume discounts and shipping/delivery costs will be considered in awarding of bids.
14. Bid items are expected to be delivered within six weeks after the purchase order is issued unless otherwise stated.
15. When a bid for a service is awarded on a contract basis for a period of one year or more, should the service being provided become unsatisfactory and problems cannot be resolved, the Board of Education or the vendor can cancel said contract as per the prescribed period of written notification specified in the language of the approved contracts terminating the service for the remainder of the contract period. The Board of Education will not be obligated to continue payment on this contract after the written notice date and is free to secure other vendors to provide the contract service.
16. When installation work is involved, the successful bidder must maintain throughout such installation, Workers' Compensation Insurance with statutory limits. The Worker's Compensation Policy must also include Employers Liability coverage. Unless otherwise specified, limits of Liability for this coverage are as follows: Bodily injury by Accident Limit of \$100,000; Bodily Injury by Disease with a limit of \$100,000 applies for each employee; Commercial General Liability insurance providing a combined single limit of Liability of \$500,000 each occurrence for Bodily Injury or Property Damage including products and/or completed Operations coverage. A successful bidder must present to the office of the Director of Finance a Certificate of Insurance containing evidence of insurance equal or above the Coverage described above. In addition, if any portion of the work is sublet, such sub-contractor must also provide to the office of the Director of Finance a Certificate of Insurance equal or more than those described above for the bidder.
17. If a bid requiring installation exceeds \$50,000.00, it must be accompanied by cashier's check, certified check or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner in the amount of 5% of the bid. Such cashier's checks, certified checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 45 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
18. When contract work is required in a school or on school grounds when children are present, as per the amended Tennessee Code Annotated, Section 49-5-413, any person or employees of person, corporation or other entity who enters into or renews a contract with a local board of education or child care program, shall have access **only after** a fingerprint sample is secured and a criminal history records check has been conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to contract work being done. The contractor will not permit any employee who is classified as a violent sexual offender or who has committed any sexual offense to have direct contact with school children or have access to school grounds when children are present.
19. For any construction contractor that has more than five (5) employees, proof must be submitted of a Certified Drug Free Workplace Program in order to perform any contract with any state or local governmental agency. Application packages can be obtained through the Tennessee Department of Labor.
20. Questions about this invitation to bid should be directed to the Purchasing Department, phone 931-648-5600. It is the responsibility of all potential bidders/responders to check with the Purchasing Department for any changing information prior to submitting their bid/proposal. CMCSS will not be responsible for the timeliness or completeness of information provided by any 3rd party bid listing or re-selling service.
21. It is the policy of the Clarksville-Montgomery County School System not to discriminate against any student, employee, or applicant on the basis of sex, marital status, race, color, creed, national origin, sexual preference or handicapping condition.