



**REQUEST FOR PROPOSAL(S)
FOR THE CITY OF MT. JULIET, TN**

**Request for Proposal for
Charlie Daniels Loud Speaker System**

Issued By:

**City of Mt. Juliet, TN
2425 N. Mt. Juliet Rd.
(615) 754-2554**

Date of Issue: October 24, 2016

Proposal Due Date: October 28, 2016 Time 2:00 PM CST

**Proposals must be in sealed envelope
Clearly Marked "Charlie Daniels Loud Speaker System"
Dated "October 28, 2016"**

Delivered to:

**Attn: Finance Director
City of Mt. Juliet
2425 N. Mt. Juliet
Mt. Juliet, TN 37122
NLT 2:00 PM CST 10/28/16**

City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd Mt. Juliet, TN
Phone 615-754-2554 Fax 615-754-7225



General Bid Information

Sealed proposals for **Charlie Daniels Loud Speaker System** will be received at the office of the City of Mt. Juliet Finance Department at 2425 N. Mt. Juliet Rd, Mt. Juliet, Tennessee 37122, Attention: John Rosσμαier, on or before 2:00 PM on October 28, 2016 and immediately thereafter all bids will be publicly opened and read aloud. Please contact John Rosσμαier at 615-754-2552 should you have any questions.

PROPOSAL FORMS

Two paper copies of the proposal are required; one electronic copy of proposal in PDF format is preferred but not required unless the proposal exceeds 10 pages which may be on disk or flash drive. All proposals must have the name of the proposal, and the proposal due date when applicable on the outside of the envelope. Bid must be signed by authorized representative of company/business placing bid at time bid is received by the City of Mt. Juliet.

SUBMISSION

It shall be the responsibility of the bidder to submit a bid response which complies with: the conditions and specifications of the Request for Proposal (Quote); policies and procedures of the City of Mt. Juliet and applicable laws of the State of Tennessee; and any other applicable laws, regulations and requirements. Bidder will show evidence of license, expiration date and classification if required and when applicable.

BID REJECTION

The City reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities. The City is a member of certain coalitions and has access to the pricing provided by state contracts. The published prices by the state or any of the coalitions for RFQ items shall be considered a sealed bid which the City may accept. Any other bid that is not sealed will "NOT" be accepted. Any bid received after time and date indicated will be discarded.

Proposers may not restrict the rights of the City or otherwise qualify their proposals. If a Proposer does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP. In the event of multiple line items or interchangeable items, the city reserves the right to select items from multiple proposers.

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Proposers must comply with all of the terms of this RFP and all applicable state laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

PAYMENT FOR CITY PURCHASES

Purchase orders will be issued after the RFP is reviewed and payment will be made by the City of Mt. Juliet 30 days after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number where applicable.

IDEMNIFICATION

The Contractor/Vendor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor/Vendor under this agreement. The Contractor/Vendor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work. On-site vendors are required to provide proof of insurance (general liability, workers comp, auto and excess). On-site vendor will add the City of Mt. Juliet as an additional insurer if requested.

COMPLIANCE

In the performance of a contract that results from this RFP, the contractor must comply with all applicable federal, state, and city regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.

SUITABLE MATERIALS, ETC.

Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture. Unless otherwise specified in the RFP, product brand names or model numbers are examples of the type and of product quality required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number with a description of the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the

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product. For example, if the specifications call for 98 decibel alarm and the product offered has only 95, the city reserves the right to consider the 95 decibel alarm offering as adequate. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

FIRM OFFER

For the purpose of award, offers made in accordance with this RFP must be good and firm for a period of ninety (90) days from the date of quote opening or the date of complete delivery of the order placed whichever is later. The city anticipates selection within 10 business days.

BID PREPARATION COSTS

The City is not liable for any costs incurred by the bidder in quote preparation.

CONFLICT OF INTEREST

An officer or employee of the City of Mount Juliet may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract. Non-controlling ownership in stock of publicly held companies or ownership of mutual funds shall not be considered as a financial interest.

DEFAULT

In case of default by the contractor/vendor, for any reason whatsoever, the City of Mount Juliet may procure the goods or services from another source and hold the contractor/vendor responsible for any resulting excess cost and may seek other remedies under law or equity.

CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this RFP, the contractor/vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

BILLING INSTRUCTIONS

Invoices must be billed to the Finance department at the address shown on the individual Purchase Order, Contract Award or Delivery Order. Questions concerning payment should be addressed to the Finance Department of the City of Mt. Juliet.

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DISCRIMINATION CLAUSE

The City of Mt. Juliet is an equal opportunity entity and does not discriminate on the basis of age, race, sex, national origin, religion or disability in admission to, access to, or operations of its programs, services, activities, or in its awarding of such bids.

GENERAL

SEE ATTACHED.