# REQUEST FOR PROPOSAL (RFP)

# NUMBER: 20210609-02-BOE

# SUMNER COUNTY BOARD OF EDUCATION

This solicitation document serves as the written determination of the SCS Purchasing Supervisor that the use of Competitive Sealed Proposals for this solicitation is in the best interest of SCS.

RFP Title: Playground Play System

Purchasing Staff Contact:

Chris Harrison	Janice Wright
Purchasing Supervisor	Purchasing Coordinator
615-451-6560	615-451-6569
chris.harrison@sumnerschools.org	janice.wright@sumnerschools.org

Release Date: May 27, 2021

Proposal Due Date: June

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# 1. Introduction/Overview

# 1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for a playground play system as specified herein.

1.2.

# 2. Requirements

## 2.1. Scope of Work / Specifications

The modular unit must meet the following minimum specifications:

Minimum of thirteen (13) elevated events

• All components must interconnect to form one modular unit. The components shall not be free standing.

Rated for ages 5 12

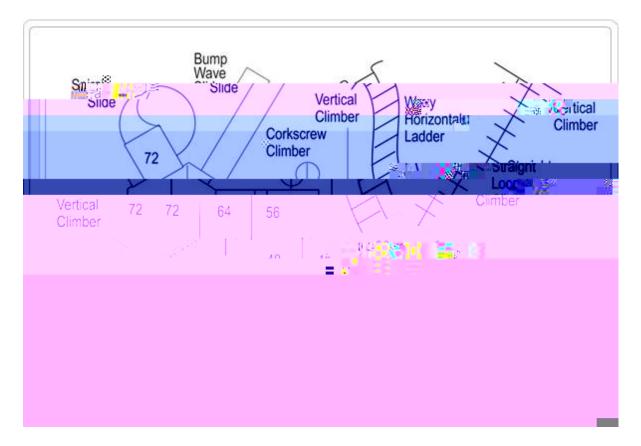
Design, Materials and Workmanship: Must be equal to or better than the SportsPlay Katherine Modular Play Unit 911-229.

Warranty: Include information for what is covered, the duration and any limitations. The vendor must indicate the specific Brand, Model Number and Feature included on the equipment submitted for consideration. Include any product literature or information.

Installation:

The Contractor must provide all tools, transportation, services, supervision, materials and equipment necessary for and incidental to satisfactory completion of required work in compliance with all codes, ordinances, rules, regulations, order and other legal requirements of public authorities which bear on performance of the required work.

The Contractor shall be responsible for delivery and staging of equipment. SCS shall bear no responsibility for meeting deliveries or for loss of materials at the jobsite.



#### 2.2. Standard Contractor Obligations

Shall provide and obtain all necessary materials, equipment and labor to perform all items listed in the Scope of Work.

Shall provide and obtain all necessary permits and schedule all necessary inspections with Local, County, etc. agencies as required by law.

Shall dispose of all generated waste materials in compliance with all Local, State and Federal guidelines, regulations and requirements.

Shall have property trained and experienced staff to facilitate the services specified in the Scope of Work. If applicable, the Contractor shall provide documentation that staff has received the

#### 3. Source Selection and Contract Award

Award(s), if made, will be made to the Responsive and Responsible proposer(s) whose proposal is most advantageous to SCS, taking into consideration price and the other evaluation criteria set forth in the RFP.

- Does the proposal include all required information, included completed attachment forms and affidavits?
  Was the proposal delivered on or before the stated deadline? Did it include the required number of copies (hard & electronic)?
- 0
- Does the Proposer demonstrate an understanding of SCSs needs and proposed approach to the project?
- Does the Proposer possess the ability, capacity, skill and financial resources to provide the service?
- Can the Proposer take upon itself the responsibilities set forth in the RFP and produce the required outcomes in a timely fashion?
- Does the Proposer have the character, integrity, reputation, judgement, experience and efficiency required for the project?

SCS reserves the right to enter into discussions with Proposers which have submitted proposals determined to be reasonably like 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.

Upon mutual agreement by both parties, SCS shall grant the right to extend the terms, conditions and prices of contract(s) awarded from this RFP to other Institutions (such as State, Local and/or Public Agencies) who

Institutions will issue their own purchasing documents for purchase of the goods/services. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

Contractors awarded construction projects for the improvement of real property will be required to provide the following:

- o Sgned AIA Document
- o Retainage Account Agreement & Evidence of Open Account (per Tenn. Code Ann. § 66-34-104)
- Payment and Performance Bonds
- Certificate of Liability Insurance
- o Sumner County Business License
- Current Copy of W9

#### 4. Schedule of Events

RFP Issued	May 27, 2021
RFP Submission DEADLINE	June 9, 2021 @ 10:30 am Local Time

#### The outside of the proposal package must be labeled as follows (if applicable) per T.C.A § 62-6-119:

- 1. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract;
- 2. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000);
- 3. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000);
- 4. For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, Lor G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000);
- 5. Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and
- 6. Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope.

Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered.

#### 5.6. Delivery of Proposals

Sealed proposals will be accepted until June 9, 2021 @ 10:30 am Local Time. Proposals received after that time will be deemed invalid. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. SCS shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions. Proposals will be opened and read aloud. The reading of the bids will begin at 10:30 am Local Time.

Due to the nature of deliveries to the SCS Support Services Facility by carriers such as UPS, FedEx and such like; the proposal package will be accepted if the date and time on the delivery confirmation are indicated to be on or before the Proposal Deadline.

Delivery Address:

Sumner County Board of Education Attn: Purchasing Supervisor

## ATTACHMENT 6.5 – Attestation Re Personnel

# ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

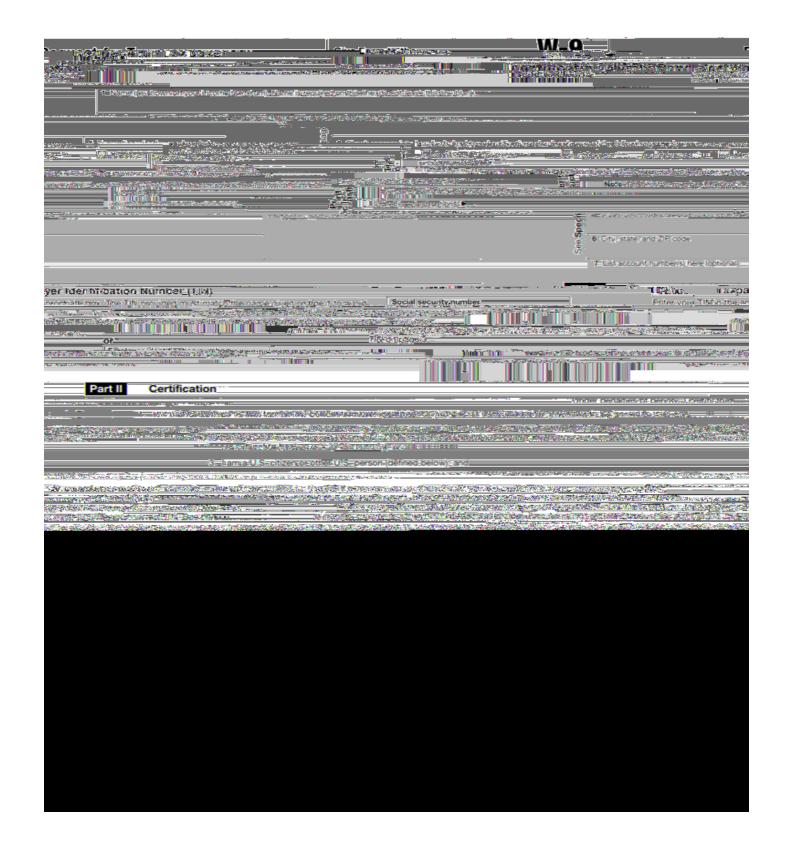
The Contractor, identified above, does hereby attest, certify, warrant and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract, T.C.A. § 12-3-309.

#### SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor.

# ATTACHMENT 6.6 - Drug Free Workplace Affidavit

#### ATTACHMENT 6.7 - W9



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- 3. ACCEPTANCE AND AWARD. SCS reserves the right to reject any and all proposals and to waive any informality in proposals and, unless otherwise specified by the proposer to accept any item in the proposal. Action to reject all proposals shall be taken for unreasonably high prices, errors in the proposal documents, cessation of need, unavailability of funds, or any other reason approved by SCS
  - a. Contracts and purchases will be made with the lowest, responsive, responsible, qualified proposer. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered, and the delivery terms will be taken into consideration.
  - b. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
  - c. Prices quoted on the response (if any) are to be considered firm and binding until the said equipment, supplies or services are in the possession of SCS
  - d. SCS reserves the right to order more or less than the quantity listed in the proposal.
  - e. If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that SCS shall have ninety (90) days to accept.
  - f. No purchase or contract is authorized or valid until the issuance of a SCS purchase order in accordance with SCS policy. No SCS employee is authorized to purchase equipment, supplies or services prior to the issuance of such a purchase order.
  - g. The contract may not be assigned without written SCS consent.
  - h. If the appropriate space is marked on the RFP/ITB, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as SCS
  - i. The awarded proposer will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by T.C.A. §12-4-201.
  - j. If the project cost is in excess of \$25,000 a performance bond must be secured by the requesting part in an amount equal to the market improvement value.
  - k. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Public Chapter No. 587/ Senate Bill No. 2048 (Employee Background Check). The Bidder further agrees to submit a formal certification thereof prior to commencing work.
- 4. PAYMENT. Payment terms must be specified in the proposal, including any discounts for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP/ITB are inspected and approved as conforming by persons appointed by SCS
- 5. DEFAULT OF SELECTED VENDOR. In case of vendor default, SCS may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their response, the contract, SCS policy or any law, they may be disqualified from proposing for a period of two years for minor violations or longer for major violations. Proposals from disqualified proposers will not be accepted during the period of disqualification.
- 6. INSPECTION OF PURCHASES. Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. SCS shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires SCS to use nonconforming materials, an appropriate reduction in payment may be made.
- 7. TAXES. SCS is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to or performing repair work on real property for SCS are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.
- 8. NONDISCRIMINATION. SCS is an equal opportunity employer. SCS and bidder agree to comply with Titles VI and VII of the Qvil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990, if applicable, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin. In the event that any claims should arise with regards to violations of any such local, state or federal law, statues, rule or regulations, the vendor will indemnify and hold SCS harmless for any damages, including court costs or attorney fees, which might be incurred.
- PROHIBITIONS/NO VENDOR CONTRACT FORM. Acceptance of gifts from vendors is prohibited. T.C.A. §12-4-106. The contract documents for purchase under this RFP/ITB shall consist of the successful proposer
   The proposer may request exceptions to terms and conditions and/or request SCS to accept other 0.000n792 ight 7la 0 Gn1 Tf1 03e/F2 9 Tf3 9 (9.)]TJETQ03>930100cs