

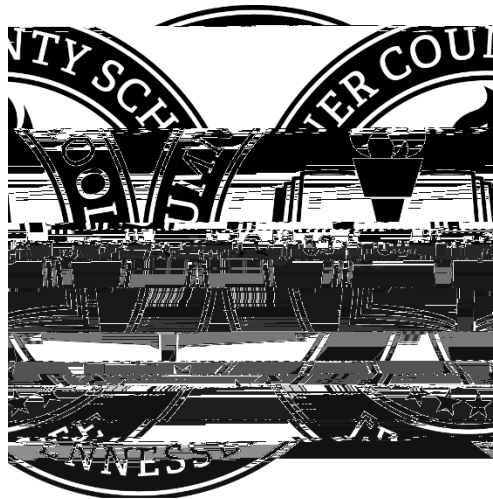
# REQUEST FOR PROPOSAL (RFP)

NUMBER 20230214

## 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: Hendersonville High LED Football Scoreboard



### Purchasing Staff Contact:

Chris Harrison	Janice Wright
Purchasing Supervisor	Purchasing Coordinator
615-451-6560	615-451-6569
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Release Date: January 26, 2023	Proposal Due Date: February 14, 2023 @ 10:00 am Local Time
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Any alterations to this document made by the proposer may be grounds for rejection of proposals, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.

## NOTICE TO PROPOSERS

There may be one or more amendments to this RFP. In order to receive communication for any such amendments issued specifically to this RFP, the proposer must provide a Notice of Intent to the Sumner County Board of Education (SCS) Purchasing Department. The proposer must utilize this form when submitting notices. The notice may be sent by email to: [purchasing@sumnerschools.org](mailto:purchasing@sumnerschools.org). SCS will send amendments to those proposers which complete and return this information in a timely manner.

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 \* An online, fillable version can be found at <https://www.irs.gov/pub/irs-soi/16/fw9.pdf>
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## 1. Introduction/Overview

### 1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for the installation of a LED Football Scoreboard at Hendersonville High School as specified herein.

### 1.2. Contact Information

Unauthorized contact regarding this RFP by employees or officials of SCS other than the Purchasing Supervisor named below may result in disqualification from this procurement process.

Interested parties must direct all communications regarding this RFP to the Purchasing Supervisor at the address below.

## 2. Requirements

### 2.1. Scope of Work / Specifications

#### DEMO

- The Contractor is required to demo and haul off the existing scoreboard and support structure.

#### LED DISPLAY

- Outdoor LED video scoreboard
- Size: 36' wide x 19' tall
- Single Faced
- Pixel Pitch: 6mm
- Pixel Configuration: SMD 10-1
- Brightness Maximum of 5500 nits
- Refresh Rate: 3840hz
- All LEDs: Gold LED Nationstar or equivalent
- LED Life Expectancy Lifetime rated 100,000 hours. Lifetime is defined as the point at which the LED degradation reached 50% original brightness
- Must include water intrusion protection with a rating of IP65 or higher

#### ARCHED TRUSS AND LOGO

- Copy
  - Front of Scoreboard
    - HENDERSONVILLE HIGH SCHOOL + Logo
  - Back of Scoreboard
    - 8' Tall "H" logo
    - "H" logo format to be provided by owner
  - Prior to production, the final design must be approved by Bob Cotter, Principal, or designee.
- Cabinet
  - Aluminum Cabinet
  - Finished in enamel
- Face
  - Arched design
  - Polycarbonate Plastic Solar Grade
  - Embossed Face
  - White Face (No vinyl)
  - Internally illuminated
  - Must be serviceable
  - SEE CONCEPT for school name layout and logo.













## 5.7. Evaluation of Proposals

The SCS Purchasing Supervisor will first examine the proposals to reject those that are clearly non-responsive to the stated requirements. Proposers who are determined to be non-responsive and/or non-responsible will be notified of this determination.

The evaluation process will include the following factors:

- Company Experience and Qualifications
  - The nature and scope of the Proposers business.
  - The number of years the Proposer has been licensed to do business.
  - The number of years the Proposer has been providing the requested services.
  - How many similarly sized or larger clients have you contract with?
- Compensation/Price Data
  - Address all costs associated with performance of the contracted services.
- Past Performance and References
  - Provided a minimum of three (3) client references for similar projects in size and scope successfully completed by Proposer within the last three (3) years. Attachment 6
  - SCS may also consider other sources of pertinent past performance information, including the districts own experience with the Proposer.

## 5.8. Request for Clarification of Proposals

Requests for clarification of proposals shall be distributed by Purchasing Supervisor in writing (or email).

## 5.9. Protests

In the event that any interested party 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 the SCS Purchasing Office of such matters immediately upon receipt of the RFP. All notifications must be sent to the Purchasing Supervisor via email at [purchasing@sumnerschools.org](mailto:purchasing@sumnerschools.org)

Any actual or prospective Proposer who is aggrieved in connection with the RFP or award of a contract may protest to the Purchasing Supervisor and/or the Sumner County Board of Education at its regularly scheduled meeting.



Attn: Purchasing Supervisor  
1500 Airport Road  
Gallatin, TN 37066

ATTACHMENT 2 - Bid Form/Certification

Date \_\_\_\_\_

TOTAL PROJECT COST \$ \_\_\_\_\_

By checking this box, Proposer agrees that SCS reserves the right to extend the terms, conditions and prices of this contract

ATTACHMENT 3 – References

1. Project Name/Location \_\_\_\_\_  
Agency/Department: \_\_\_\_\_  
Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Project Manager/Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
  
2. Project Name/Location \_\_\_\_\_  
Agency/Department: \_\_\_\_\_  
Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Project Manager/Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
  
3. Project Name/Location \_\_\_\_\_  
Agency/Department: \_\_\_\_\_  
Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Project Manager/Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
  
4. Project Name/Location \_\_\_\_\_  
Agency/Department: \_\_\_\_\_  
Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Project Manager/Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

\* Proposers may copy this page and submit additional references







ATTACHMENT 6.6 Attestation Non-Boycott of Israel

The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. ~~§~~-12





ATTACHMENT 9 – Standard Terms & Conditions  
SUMNER COUNTY BOARD OF EDUCATION (SCS)

1. PREPARATION AND SUBMISSION OF BID.

- a. Failure to examine any drawings, specifications, or instructions will be at the proposer's risk. Any deviation from the stated terms, conditions and specifications must be coordinated with and approved in writing by the Purchasing Supervisor.
- b. RF/PTB SUBMITTAL / SIGNATURE: Proposals shall give the full name and business address of the bidder. If the proposer is a corporation, the name shall be stated as it is in the corporate charter. Proposals shall be signed in ink by the proposer's authorized agent. Unsigned proposals will be rejected. Proposals are to be sealed and the outside of the envelope is to reflect the RF/PTB number. The person signing the proposal must show their title, and if requested by the institution, must furnish satisfactory proof of his or her authority.

3. ACCEPTANCE AND AWARDS reserves the right to reject any and all proposals and to waive any informality in proposals and, unless otherwise specified by the proposal, to accept any item in the proposal. Action to reject all proposals shall be taken for unreasonably high prices, errors in 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, responsive proposal.

10. **PROHIBITION ON HIRING ILLEGAL IMMIGRANTS** Tennessee Public Chapter No. 878 of 2006, A. §12-3-309, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.
11. **SALES AND USE TAX** Before the Purchase Order/Contract resulting from this RFP is signed, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax as required by T.C.A. §12-3-306.
12. **ASSIGNMENT** Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.
13. **LIABILITIES** The vendor shall indemnify SCS against liability for any suits, actions or claims of any character arising from or relating to the performance under this agreement by the vendor or its subcontractors. SCS 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.
14. **APPLICABLE LAW** Any contract shall be interpreted under the laws and statutes of the State of Tennessee. SCS does not enter into contracts which provide for mediation or arbitration. Any action arising from any contract made from this RFP shall be brought in the state courts in Sumner County, TN 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 or contractor that has any financial or beneficial interest in such transaction, T.C.A. §12-3-101.
15. **FUNDS** The Proposer understands and accepts the appropriation of funds provision of SCS.
16. **DATA PRIVACY AND SECURITY** Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, or Gramm Leach Bliley) or such information which would allow a third party to gain access to the personal, medical or financial records of any of any party. Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of PI complies with all applicable federal and state privacy and data protection laws. Vendor represents and warrants that Vendor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Vendor deems necessary to maintain compliance with SSAE16. If PI provided by SCS to Vendor is subject to FERPA. Vendor agrees that in its handling of FERPA information will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or re-disclosure of PI covered by FERPA may, under certain circumstances, result in Vendor's exclusion from eligibility to contract with SCS for at least five (5) years. Vendor shall provide SCS with the name and contact information for an employee of Vendor who shall serve as SCS's primary security contact and shall be available to assist Customer Support (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. Vendor shall immediately mitigate or resolve any Security Incident at Vendor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse SCS for actual costs incurred by SCS in investigating and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under applicable law as a result of the Security Incident.
17. **IRAN DIVESTMENT ACT** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, jointly certifies, that the proposer and each person signing on behalf of any proposer is not an individual or entity that is prohibited from doing business with the United States Government under Executive Order 13224, "Blocking Property of Persons Supporting Terrorism," and is not an individual or entity that is prohibited from doing business with the United States Government under Executive Order 13606, "Blocking Property of Persons Supporting Terrorism."

