

REQUEST FOR PROPOSAL (RFP)

NUMBER: 20240319-02

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: **Indoor Turf Installation**

Purchasing Staff Contact:

Chris Harrison	Janice Wright
Purchasing Supervisor	Purchasing Coordinator
615-451-6560	615-451-6569

TABLE OF CONTENTS

1. Introduction/Overview
 - 1.1. Purpose
 - 1.2. Contact Information
2. Requirements
 - 2.1. Scope of Work/Specifications
 - 2.2. Contactor Obligations
3. Source Selection and Contract Award
4. Schedule of Events
5. Instructions for Proposal
 - 5.1. Required Forms
 - 5.2. New Vendors
 - 5.3. Acknowledgement of Insurance Requirements
 - 5.4. Clarification and Interpretation of RFP
 - 5.5. Proposal Package
 - 5.6. Delivery of Proposals
 - 5.7. Evaluation of Proposals
 - 5.8. Request for Clarification of Proposals
 - 5.9. Protests
6. Attachments
 - 6.1. Contact Information
 - 6.2. Bid Form/Certification
 - 6.3. References
 - 6.4. Certification of Non-Collusion & Debarment or Suspension
 - 6.5. Attestation Re Personnel
 - 6.6. Attestation Non-Boycott of Israel
 - 6.7. Drug Free Workplace Affidavit
 - 6.8. IRS Form W-9
** An online, fillable version can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>*
 - 6.9. Standard Terms & Conditions
 - 6.10. Vendor Checklist

1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for the installation of artificial turf as specified herein.

1.2. Contact Information

Unauthorized contact regarding this RFP with 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 communication regarding this RFP to the Purchasing Supervisor, who is SCS's only official point of contact for this RFP.

RFP Procedures

Chris Harrison

Purchasing Supervisor

1500 Airport Road

Gallatin, TN 37066

chris.harrison@sumnerschools.org

2. Requirements

2.1. Scope of Work / Specifications

SCS requests that the Contractor submit a price for the specific project listed below (Station Camp High). SCS also requests that the vendor provide a cost

2.2. Standard

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

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

4. Schedule of Events

RFP Issued	March 7, 2024
RFP Submission DEADLINE	March 19, 2024 @ 10:30 am Local Time

5. Instructions for Proposal

5.1. Required Forms

Proposer must complete and submit the Attachments in Section 6xx

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

- o The nature and scope of the Proposers business.
- o The number of years the Proposer has been licensed to do business.
- o The number of years the Proposer has been providing the requested services.
- o How many similarly sized or larger K-12 clients have you contract with?

Compensation/Price Data

- o Address all costs associated with performance of the contracted services.

Past Performance and References

- o 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 6.3.
- o 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 the Purchasing Supervisor in writing (or email). Any questions concerning the bid documents must be received by the Purchasing Supervisor no less than ninety-six (96) hours before the bid opening date. **T.C.A. § 12-4-113 (b)**

No addenda will be issued within less than forty-eight (48) hours of the bid opening date, excluding weekends and legal holidays, unless the bid deadline is extended for a reasonable period as determined by the Purchasing Supervisor, which shall not be less than forty-eight (48) hours, excluding weekends and legal holidays, to allow for any necessary changes to the bid documents and to allow proposals to be submitted.

ATTACHMENT 6.1 – Contact Information

Company Legal Name: _____

Company Official Address: _____

Company Web Site (URL): _____

Contact Person for project administration:

Name: _____

Address: _____

Phone Number: _____ (office)

_____ (mobile)

Email Address: _____

ATTACHMENT 6.4 – Certification of Non-Collusion & Debarment or Suspension

The undersigned Proposer certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned Proposer certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180;
Have not, within the three-year period, been convicted of or entered a plea of guilty or nolo contendere to any crime involving fraud, bribery, or other criminal activity.

ATTACHMENT 6.5 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: <i>(or Social Security Number)</i>	

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 – 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. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 6.8 – W9

Form **W-9** Request for Taxpayer Identification Number and Certification

Department of the Treasury Internal Revenue Service

Give Form to the requester. Do not send to the IRS.

page 2

Exemptions (Codes) apply only to certain entities. See instructions on page 3.

Exemption from FATCA reporting

**ATTACHMENT 6.9 – 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 SCS Purchasing Supervisor.
- b. RFP/ITB SUBMITTAL / SIGNATURE: Proposal shall give the full name and business address of the bidder. If the proposer is a

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

- 10. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS.** Tennessee Public Chapter No. 878 of 2006, T.C.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/ITB 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 judgement 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, T.C.A. §12-3-515. SCS does not enter into contracts which provide for mediation or arbitration. Any action arising from any contract made from this RFP/ITB 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 that is a commissioner, official, employee or board member that has any financial or beneficial interest in such transaction, T.C.A. §12-4-101.
- 15. FUNDS.** The Proposer understands and accepts the non-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 data it 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 twenty-four (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 responding to, 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.

ATTACHMENT 6.10 – Vendor Checklist

Vendor Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection

1. Submission of Proposal

___ On-Time Submittal