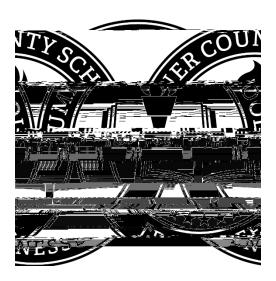
REQUEST FOR PROPOSAL (RFP)

NUMBER: 20241106

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: Shade Structure



Purchasing Staff Contact:

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 Propose to the Sumner County Board of Education (SCS) Purchasing Department. The proposer must utilize this form when submitting notice. The notice may be sent by email to: Purchasing Office, purchasing@sumnerschools.org. SCS will send amendments only to those proposers which complete and return this information in a timely manner.

RFP Number:	20241106 Shade Structure
Company Name:	
Mailing Address:	
Dhara Newshar	
Phone Number:	
Contact Person:	
Email Address:	
Authorized Signature	
Printed Name	
Date	

Emailed amendments will be sent in a Microsoft Word (Office for Windows) or Portable Document Format (pdf) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to the Sumner County Board of Education.

Amendments will also be posted on the SCS website https://sumnerschools.org/index.php/current-bids-and-rfps and attached to the solicitation listing as a PDF or WORD file. Check the particular solicitation on the Current Bids and RFPs webpage for any posted amendments.

By completing and returning this form, the Proposer has expressed its intent to provide a proposal for 20241106 **Shade Structure**

1. Introduction/Overview

The Sumner County Board of Education (SCS) is requesting sealed proposals to secure pricing for the installation of shade structures as specified herein.

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 SCSs only official point of contact for this RFP.

RFP Procedures

8. INVOICING & PAYMENT TERMS

SCS requires Net30 terms from the date of the invoice. SCS shall accept requests for progress payments provided supporting documentation is included to support the request.

Final payment will not be processed until 100% of the work is complete and SCS has signed off on the project.

SCS requests a contact person in accounting. The contact should be responsive to our invoicing questions and be accurate in producing detailed reporting and other information relevant to our account.

9. SCHEDULE OF EVENTS

RFP Issued	October 24, 2024
RFP Submission DEADLINE	November 6, 2024 @ 10:00 am

10. INSTRUCTIONS FOR PROPOSALS

SCS shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions.

Required Forms

- Proposer must complete and submit the Attachments in Section 17.
- Fyidence of a valid State of Tennessee Business License.
- A Sumner County Business License must be on file with the SCS Finance Department. Evidence of the license must be provided within ten (10) working days following notification of award; otherwise, SCS may rescind its acceptance of the Proposer's proposal.
- Copy of State of Tennessee Contractor License in respective field, as required.
- Letter of bonding capacity, as required.

Proposal Package

The outside of the proposal package must be sealed and clearly marked with the following:

"20241106 Shade Structure"

15. 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 all for any necessary changes to the bid documents and to allow proposers to resubmit their bids accordingly. T.C.A. § 12-4-113 (a)

16. 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 <u>purchasing@sumnerschools.org</u>.

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.

ATTACHMENT 17.1 – Contact Information

Company Legal Name:	
Company Official Address:	
Company Web Site (URL):	
Contact Person for project administration:	
Name:	
Address:	

ATTACHMENT 17.3 – Contract Piggyback Agreement

By Signing below, Proposer agrees that SCS reserves the right to extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback Institutions will issue their own purchasing n

ATTACHMENT 17.5 – 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:

A. 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 sA1.2 (i)13.8P(e)8.3-1.20 rg.

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ATTACHMENT 17.6 - Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION	
NUMBER:	
(or Social Security Number)	
knowingly utilize the services of an illegal immigran	st, certify, warrant and assure that the Contractor shall not it in the performance of this Contract and shall not knowingly tilize the services of an illegal immigrant in the performance of
SIGNATURE & DATE:	

The Bidder 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.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Contractor Legal Entity Name	

ATTACHMENT 17.11 – W9

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ACCEPTANCE AND AWARD

1. 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

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's bid and SCSs purchase order. The proposer may request exceptions to terms and conditions and/or request SCS to accept other terms and conditions by means of subsequent documents such as invoices, warranty agreements, license agreements, etc. All subsequent documents shall be open to revision for impermissible language. SCS reserves the right to render the proposal unresponsive and subject the proposal to rejection if successful terms cannot be negotiated.

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.

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.

ASSIGNMENT

Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.

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.

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.

FUNDS

The Proposer understands and accepts the non-appropriation of funds provision of SCS.

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-Billey) 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 .7 (p)-rv6(A)-2.7 (ct)-6 (h)-0.7 (a)-7.3 (l)-11.7 (l)-ae Snde41.1 (e)-11N (l)-7.0 (l)-11N (l