# REQUEST FOR PROPOSAL (RFP)

# NUMBER: 20210302-02-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.

# 2. Requirements

### 2.1. Scope of Work / Specifications

This work consists of constructing a concrete sidewalk from the football fieldhouse to the track, a concrete pad under one section of bleachers and a concrete pad behind on section of bleachers.

#### Dimensions

- o Sdewalk
  - 200 square foot
- o Concrete Pad Under Bleacher

#### 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.

0	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)?
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	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 gZ

# 5. Instructions for Proposal

# 5.1. Required Forms

Proposer must complete and submit the Attachments in Section 6. Attachments may be omitted depending on the RFP requirements. Refer to the Table of Contents for omitted Attachments. Evidence of a valid State of Tennessee Business License and/or Sumner County Business License. For all vendors with annual purchases in excess of \$50,000; 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

Copy of State of Tennessee License (if applicable) in respective field. If applicable, the Proposer must include a copy of the contract(s) the Proposer will submit to be signed.

### 5.2. New Vendors

To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the SCS Finance Department. It is a mandatory requirement to complete the IRS Form W-9 (Attachment 6.9) included in this RFP. To comply with the Tennessee Lawful Employment Act (50-1-702 and 50-1-703), non-employees (individuals ) must have on file one (1) of the following documents:

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are at least as strict as those in Tennessee;

- o A birth certificate issued by a U.S. state, jurisdiction or territory;
- o AU.S government issued certified birth certificate;
- o Avalid, unexpired U.S passport;
- o A U.S certificate of birth abroad (DS-1350 or FS-545)
- A report of birth abroad of a U.S citizen (FS240);
- A certificate of citizenship (N560 or N561);
- A certificate of naturalization (N550, N570 or N578);
- A U.Scitizen identification card (I-197 or I-179); or
- Valid alien registration documentation or other proof of current immigration registration recognized by the United States

name and current alien admission number or alien file number (or numbers if the individual has more than one number).

5.3. Acknowledgement of Insurance Requirements

By submitting a proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. The Proposer who may have employees, contractors, subcontractors or agents working on SCS properties shall carry current certificates for gene

compensation if they perform any of the services on SCS properties. There will be no exceptions to the insurance requirement. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Proposers proposal.

#### General Liability

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

### Workers Compensation

Workers Compensation	Tennessee Statutory Limits
	\$500,000

5.4. Clarification and Interpretation of RFP

#### The words

requirement shall be considered grounds for rejection. There are other requirements that SCS considers important but not mandatory. It is important to respond in a concise manner to each section and submit an itemized list of all exceptions.

# 5.5. Proposal Package

The package containing the proposal must be sealed and clearly marked on the outside of the package:

# " 20210302-02-BOE Station Camp High Concrete Project @ Football Field" DO NOT OPEN

All sealed proposals packages must include all of the following. Any sealed proposals are subject to rejection as non-conforming if any applicable item is not included.

One (1) Complete Original One (1) electronic format (CD/USB Drive) Original Sgnature on Original Proposal. NO copied or digital signatures.

# 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

# ATTACHMENT 6.1 – Contact Information

Company Legal Name:						
Company Official Address:						
Company Web Ste (URL):						
Contact Person for project administration:						
Name:						
Address:						
Phone Number:	(office)					
	(mobile)					
Email Address:						

Attn: Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066

# ATTACHMENT 6.3 – 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 6.8 – 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 conditions and specifications must be coordinated with and approved in writing by the SCS Purchasing Supervisor.
- b. RFP/ITB SUBMITTAL / SGNATURE Proposal 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 must 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 reference the RFP/ITB 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 to bind his or her company in contract. Proposals must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the W9. Electronic submissions via email, fax, etc. shall not be accepted.
- c. SCS is not responsible for any costs incurred by any vendor pursuant to the RFP/ITB. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
- d. All proposers must be in compliance with T.C.A. § 62-6-119 at the time of proposal submission and provide evidence of compliance with the applicable provisions of the chapter before such proposal may be considered.
- e. Proposals are to be received in the location designated in the RFP/ITB no later than the specified date and time. Late submissions will NOT be opened or considered.
- f. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing the proposal.
- g. Specifications: Reference to available specifications shall be sufficient to make the terms of the specifications binding on the proposer. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the proposer to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be cons

- 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, veter

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#### ATTACHMENT 6.9 – Vendor Checklist

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

- 1. <u>Submission of Proposal</u>
  - \_On-Time Submittal
  - o Deadline is listed in Section 4 Schedule of Events
  - o Late Proposals will be IMMEDIATELY DISQUALIFIED
  - \_\_\_\_A Proposer may not submit alternate proposals unless requested.
  - \_\_\_\_Tax not included in cost proposal.
  - \_\_\_\_ Clearly marked outside of envelope/package.
    - o RFP
    - Vendor Name, License Number, Expiration Date & License Classification (if applicable)
    - o Other License data as required in Section 5.6 Proposal Package

\_No erasures on proposal documents.

#### Correct Format:

\_\_\_\_One (1) Complete Original (Section 5.6 & Attachment 6.2)

- \_\_\_One (1) Electronic format copy CD/USB Drive (Section 5.6)
- \_\_Original Sgnature on Original Proposal. NO copied or digital signatures (Section 5.6 & Attachment 6.2)
- 2. <u>Required Forms</u>

\_\_\_\_Evidence of Business License (Section 5.1)

Attachment 6.1)

Attachment 6.2)

Attachment 6.3)

o Must meet the criteria established in Section 5.8 Evaluation of Proposals.

#### Certification of Non-Collusion & Debarment or Suspension

Attachment 6.4)

\_\_\_\_Sg

Attachment 6.5)

Attachment 6.6)

Attachment 6.7)

\*This checklist does not represent a complete list of, or replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.

\*\*Notations on proposals that materials submitted be kept confidential will not be honored. All proposal documents and contracts become public record.