

# REQUEST FOR PROPOSAL (RF

NUMBER 20240104

## SUMNER COUNTY BOARD OF EDUCATION

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

RFP Title:



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1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for development of an outdoor classroom space 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 <a href="mailto:chris.harrison@sumnerschools.org">chris.harrison@sumnerschools.org</a>

## 2. Requirements

### 2.1. Scope of Work / Specifications

Dr. William Burrus Elementary proposes to construct an outdoor learning facility for exploring, thinking, learning and gaining new understanding in Science, Math, Language Arts, Environmental Studies, etc. The proposed 4,000 square foot area will be constructed between the 2<sup>d</sup>/3<sup>rd</sup> grade and 4<sup>th</sup>/5<sup>th</sup> grade hallways. The following specifications serve to provide supplemental detail to the design posted to our website at [sumnerschools.org/index.php/current-titles-and-rfps](http://sumnerschools.org/index.php/current-titles-and-rfps). The design reflects the full scope of the project.

A site visit is recommended to ensure a complete understanding of the project scope and location.

### Teaching Tools

- Dry erase board installed under Pavilion
- Powder coated clip board stands set in concrete from 24" to 36" tall
- Weather Station including items such as thermometer, barometer, wind vane, windon

- SCS reserves the right to enter into discussions with Proposers which have submitted proposals determined to be reasonably likely 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 express an interest in participating in any contract that results from this RFP. Each of the “piggyback” 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:
  - Signed AIA Document
  - Retainage Account Agreement & Evidence of Open Account (per Tenn. Code Ann. § 41-104)
  - Payment and Performance Bonds
  - Certificate of Liability Insurance
  - Sumner County Business License
  - Current Copy of W9

#### 4. Schedule of Events







Due to the nature of deliveries to the SCS Support Services Facility by carriers such as UPS, FedEx and such 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  
 1500 Airport Road  
 Gallatin, TN 37066

#### 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) e

## 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.

ATTACHMENT 16- Contact Information

Company Legal Name: \_\_\_\_\_

Company Official Address: \_\_\_\_\_

\_\_\_\_\_

Company Website (URL): \_\_\_\_\_

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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 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 documents for the goods/service. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institutions if they elect to exercise this option.

By Signing below, Proposer certifies they have carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

- It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.
- All statements, information and representations prepared and submitted in response to the RFP are current, complete, true

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: \_\_\_\_\_

ATTACHMENT 64 – Certification of NonCollusion & Debarment or Suspension

The undersigned Proposer certifies that they are duly authorized to execute this contract, that this company,  
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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. ~~§ 129~~. 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 two hundred fifty thousand

ATTACHMENT 6.7 – Drug Free Workplace Affidavit

The Sumner County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County Education employees and contractors to remain, or become and remain, drug free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair performance.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_ an employer of five (5) or more employees contracting with Sumner County Board of Education to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_) who is employed by \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_) who is an employer of five (5) or more employees contracting with Sumner County Board of Education to provide goods or services, hereby states under oath as follows:

ATTACHMENT 6- W9

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

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

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Check appropriate box for federal tax classification. Check only **one** of the following. See instructions on page 3.

Individual or proprietor  
 Sole proprietor or partner  
 S corporation  
 Partnership  
 Trust/estate  
 Exempt recipient (Do not check this box unless you are an exempt recipient as defined in the instructions on page 3.)

Exemption from FATCA reporting





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 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, 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 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 commissioner, official, employee or board member that has any financial or beneficial interest in such transaction, T.C.A. §10-1-12.
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 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 ineligibility 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 and 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 each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to T.C.A. §12-12-106.
18. **NONBOYCOTT 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 T.C.A. §11-2-123.
19. **COMPLIANCE WITH CONDUCT STANDARDS** Contractors shall be fully responsible for the conduct of its employees, subcontractors, representatives and agents. Loud or offensive music, language or behavior is unacceptable. Tobacco use of any type and vaping prohibited on SCS property. Contact or interaction with staff or students is not allowed excepted between designated representatives of SCS and Contractor.

