

REQUEST FOR PROPOSAL (RF

NUMBER:

Proposals for this

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Release Date: December 28, 2023

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 Proceed 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 Office at purchasing@sumnerschools.org. SCS will send amendments only to those proposers which complete and return this information in a timely manner.

RFP Number: **20240111 Modular Playground Unit**

Company Name: _____

Mailing Address: _____

Phone Number: _____

Contact Person: _____

Email Address: _____

Authorized Signature _____

Printed Name _____

Date _____

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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 purpose of securing pricing

- The Contractor shall coordinate the installation with SCS Maintenance Personnel to determine suitability of the location and to determine if any underground utilities are present.
- The Contractor shall provide clearly visible warning and directional signs, barricades, and general protection of persons from all hazards created during the installation process.

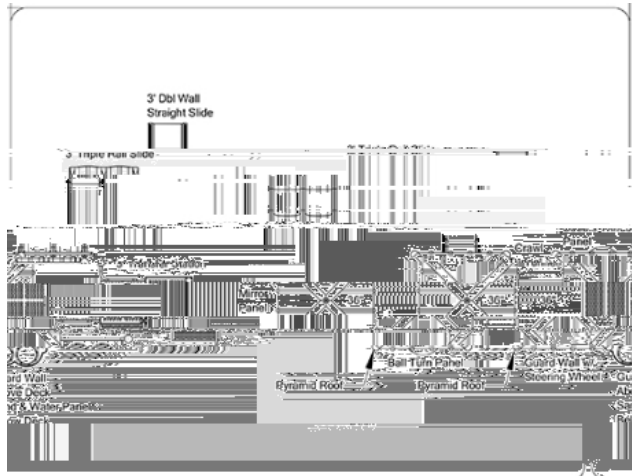
Contract Term

The term of this contract shall be January 1, 2024 to December 31, 2024. SCS reserves the right to extend the contract for an additional four one-year terms. All extensions are subject to approval by both parties.

ATTACHMENT "A"



ATTACHMENT "B"



2.2. Standard Contractor Obligations

- Shall provide and obtain all necessary materials, equipment and labor to perform all items listed in the Scope of Work.
- Shall provide and obtain all necessary permits and schedule all necessary inspections with Local, County, etc. agencies as required by law.
- Shall dispose of all generated waste materials in compliance with all Local, State and Federal guideline regulations and requirements.

- Shall have properly trained and experienced staff to facilitate the services specified in the Scope of Work. If applicable, the Contractor shall provide documentation that staff has received the manufacturers' certification to complete the services specified in the Statement of Work.

3. Source Selection and Contract Award

- Award(s), if made, will be made to the Responsive and Responsible proposer(s) whose proposal is most

4. Schedule of Events

RFP Issued	December 28, 2023
RFP Submission DEADLINE	January 11, 2024 @ 10:00 am Local Time

5. Instructions for Proposal

5.1. Required Forms

- Proposer must complete and submit the Attachments in Section A. 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.
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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 general and professional liability insurance and for workers' compensation as indicated below. The owner or Principal of each Proposer must also be insured by workers' 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 Proposer's proposal.

- General Liability

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

- Workers Compensation

Workers Compensation	Tennessee Statutory Limit
Employer's Liability	\$500,000

5.4. Clarification and Interpretation of RFP

The words "must" and "shall" in the RFP indicate mandatory requirements. Taking exception to any mandatory 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 ~~clear~~ **clear** manner to each section and submit an itemized list of all exceptions.

5.5. Proposal Package

NOT OPEN

Any sealed proposals are subject to rejection as

ATTACHMENT.16- 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: _____

Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

ATTACHMENT.2- Bid Form/Certification

Date _____

Modular Unit #1 _____

Modular Unit #2 _____

*Pricing includes the cost for equipment shipping & installation.

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 6.5 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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 s

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 ten (10) employees.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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 the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state and any local government to provide contracted services to submit an affidavit stating that such employer has a drug free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. § 50-13 and all applicable Federal Laws, Rules and Regulations requiring a drug free workplace program.

Further affiant saith not.

Principal Officer: _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

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.
<p>Print or type name (last, first, middle initial) and address (street, city, state, ZIP+4) on separate lines. If different from above, check appropriate box for federal tax classification, check only one of the preceding levels below.</p> <p><input type="checkbox"/> Individual sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Certain entities not individuals. See instructions on page 3.</p> <p><input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Exemption from FATCA reporting</p>		

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 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 bidder. 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. If, during the performance of this contract, the cost of materials increases, through no fault of the contractor, the price of materials shall be equitably adjusted by an amount reasonably necessary to cover any such increase in the cost of materials. The contractor shall provide evidence of the cost increase prior to its' implementation. **Annual or Multi-Year Contracts ONLY.** Any increase in cost must be approved by SCS.
 - e. SCS reserves the right to order more or less than the quantity listed in the proposal.
 - f. If a proposal 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.
 - g.

