

# PROPOSAL REQUEST

20170606-BOE-2

Playground & Gymnasium Equipment  
For  
Sumner County Schools



## SUMNER COUNTY BOARD OF EDUCATION SUMNER COUNTY, TENNESSEE

Purchasing Staff Contact:  
Janice Wright  
(615) 451-6569  
[Janice.wright@sumnerschools.org](mailto:Janice.wright@sumnerschools.org)

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. Any alterations to this 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.

# Introduction

Sumner County Government or herein known as Sumner County School System is hereby requesting a proposal for Playground & Gymnasium Equipment. In addition, all other Sumner County Government Departments and Agencies may also purchase for any submitted proposal.

## General Information

### I. Proposal Package

All sealed proposal packages must include all of the following, when applicable. All sealed proposals shall be rejected as a nonconforming bid if any applicable item is missing.

- x Two (2) complete copies of proposal
- x Evidence of a valid State of Tennessee Business License and/or Sumner County Business License
- x Evidence of compliance with the Sumner County Insurance Requirements, if work is performed on Sumner County Property
- x Signed and completed Statement of Non-Collusion (Attachment 1)
- x Properly completed Internal Revenue Service Form W-9
- x Drug-Free Workplace Affidavit (Attachment 2)
- x If bid is in excess of \$25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- x Certification By Contractor (Attachment 4)

NEW VENDORS

3. In addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

II. Responses

- x Proposal must include point-by-point responses to the RFP.
- x Proposal must include a list of any exceptions to the requirements.
- x Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- x If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- x Any and all proposal requirements must be met prior to submission.
- x The bidder understands and accepts the appropriation of funds provision of the Sumner County Government.
- x If requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company.

III. Clarification and Interpretation of RFP

Any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that Sumner County considers important but not mandatory. It is important to respond in a concise manner each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor finds any part of the listed specifications, terms or conditions to be discrepant, incomplete, or otherwise questionable in any way, it shall be the responsibility of the concerned party to notify Sumner County via email at [Janice.wright@sumnerschools.org](mailto:Janice.wright@sumnerschools.org) of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before the opening of proposals. All responses to inquiries will be posted on the School System website (<http://www.sumnerschools.org>) under the heading of "Questions and Answers".

IV. Proposal Guarantee

Vendors must guarantee that all information included in their proposal will remain valid for a period of 90 days from the date of proposal opening to allow for evaluation of all proposals.

V. Related Costs

Sumner County is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of proposals.

VI. Insurance Requirements and Liability

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on Sunogen County properties shall provide copies of current certificates for general professional liability insurance and for workers' compensation of a minimum of \$250,000. The owner or principal of each respondent must also be

XII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the responses to this RFP and making awards, Sumner County may consider such factors as quality

XVIII. Contract Nullification

Sumner County may, at any time, nullify the agreement if, in the judgment of Sumner County, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between Sumner County and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County.

XIX. Applicable Law

Sumner County, Tennessee is an equal opportunity employer. Sumner County does not discriminate towards any individual or business on the basis of race, sex, color, religion, national origin, disability or veteran status.

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statutes, rules, or regulations, the provider will indemnify and hold Sumner County harmless for any damages, including court costs or attorney fees which might be incurred.

Any contract will be interpreted under the laws and statutes of the state of Tennessee.

Sumner County does not enter into contracts which provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statutes to purchase, make, sell, or use any product or service from an

## 20170606-02 PLAYGROUND & GYMNASIUM EQUIPMENT

purchase and installation of playground equipment; and the purchase of gymnasium equipment.

All bids must be valid for a period of 90 days from the date of the bid opening. The School System reserves the right to purchase items at bid price, after the 90 day period, pending written approval from the vendor agreeing to honor the bid price. The School System, operating under the non-appropriation of funds clause, reserves the right to purchase only those items that funds are available. The School System reserves the right to order more or less of any item.

Bidders must include a list of three (3) references for playground projects in this area including: Name, Address, Phone Number and Contact. Evaluation and award of bid will be made by group (Group 6n BT /F2 11

## PLAYGROUND EQUIPMENT

The School System is requesting pricing for playground equipment to be installed at various schools. The price will be effective July 1, 2017. The bid will be awarded by Group. The contract will be awarded on a per-year basis with the option to extend for Four (4) years. The bid price for the equipment must include an allowance for installation costs. The School System shall accept additional installation cost if the bidder includes the cost of shipping the cost of the equipment. The installation to be completed by the bidder.

Job No: 0.00000912 0 612 792 re W\* n BT /F

Equipment must be installed per the manufacturer's instructions.

### Group 1

Two Panel Rope Aztec Climber

Three Panel Rope Aztec Climber

Two Panel Rope Aztec Climber Three Panel Rope Aztec Climber



## Group 2

The installation of gymnasium equipment shall be ~~plac~~ed by School System personnel. The bidder must include cost of delivery to the following address. The delivery must be scheduled twenty four (24) hours in advance. The school can be contacted. If the bidder is unable to secure a delivery ~~date~~, contact the Maintenance Department at (615) 45255.

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Gopher Sports

SUMNER COUNTY BOARD OF EDUCATION  
Purchasing Department  
1500 Airport Road  
Gallatin, TN 37066

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_ SIGNATURE

AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_ PRINTED

DATE \_\_\_\_\_

BID TITLE 2017060602 PLAYGROUND & GYMNASIUM EQUIPMENT

DEADLINE 10:30 A.M.; June 6, 2017

BID AMOUNT SEE ATTACHED

BID GOOD THRU \_\_\_\_\_

NOTES: \_\_\_\_\_

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\_\_\_\_\_



ATTACHMENT 1

STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully 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.

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Respondent (Signature) \_\_\_\_\_

Respondent (Print Name and Title) \_\_\_\_\_

Authorized Company Official (Print Name) \_\_\_\_\_

## ATTACHMENT 2

### DRUG-FREE WORKPLACE

The Sumner County Government 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 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 job performance.

Drug-Free Workplace Act of 1988 Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-90, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 Sumner County Government is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

Right to an Alcohol and Drug-Free Workplace Employees have the right to work in an alcohol and drug free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contractors Any contractors providing goods or services to Sumner County Government must comply with all State and Federal drug free workplace laws,

DRUG-FREE WORKPLACE AFFIDAVIT (page 2)

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

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

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

1. The undersigned is a principal officer of \_\_\_\_\_



