

PROPOSAL REQUEST

20170606-BOE



**Gym Floor Refinish
For
Sumner County Schools**



SUMNER COUNTY BOARD OF EDUCATION SUMNER COUNTY, TENNESSEE

Purchasing Staff Contact:
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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 Gym Floor Refinish for Sumner County School. 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. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Two (2) complete copies of proposal
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License
- Evidence of compliance with the Sumner County Insurance Requirements, if work is performed on Sumner County Property
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Properly completed Internal Revenue Service Form W-9
- Evidence of a company’s safety program and, if supported, a drug testing program (Attachment 2) Drug-Free Workplace Affidavit
- 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
- Certification By Contractor (Attachment 4)

NEW VENDORS

1. 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 Sumner County. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a form W-9 is required. If form W-9 is required for a new vendor, the department head shall forward a completed form W-9 to the finance department. It can be obtained from the Internal Revenue Service's website at www.irs.gov.
2. To comply with the Tennessee Lawful Employment Act, non-employees (individuals hired as independent contractors) must have on file any 2m: of the following documents.
 - Valid Tennessee driver license or photo ID issued by department of safety
 - Valid out-of-state driver license
 - U.S. birth certificate
 - Valid U.S. passport
 - U.S. certificate of birth abroad
 - Report of birth abroad of a U.S. citizen
 - Certificate of citizenship
 - Certificate of naturalization
 - U.S. citizen identification card
 - Valid alien registration documentation or proof of current immigration registration

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

- Proposal must include point-by-point responses to the RFP.
- Proposal must include a list of any exceptions to the requirements.
- 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.
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- The bidder understands and accepts the non-appropriation of funds provision of the Sumner County Government.
- If noted in the section “proposal requirements” or later 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

The words “must” and “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to 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 to 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 respect, it shall be the responsibility of the concerned party to notify Sumner County, via email at 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 proposal’s “deadline”. All responses to inquiries will be posted on the School System website (<http://www.sumnerschools.org>) under “Invitation to Bid”.

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 its proposal.

VI. Insurance Requirements and Liability

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on Sumner County properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation of a minimum of \$250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on School System properties. There will be no exceptions to the insurance requirement.

VII. Payment Terms

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and School System's approval of conformance with specifications. The price will be effective day of award. The contract will be awarded on a per-year basis with the option to extend for four (4) years upon agreement of both parties

VIII. Deadline

Sealed proposals will be accepted until **June 06, 2017 9:30 a.m. local time** Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions.

IX. Withdrawal or Modification of Proposal

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

X. Package

The package containing the proposal must be sealed and clearly marked "**20170606-BOE- Gym Floor Refinish for SCBOE**" on the outside of the package. Responses may be hand delivered or mailed to the following address.

Sumner County Board of Education
Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

XI. Right to Seek a New Proposal

The Sumner County reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

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 and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.
- Oral presentations and written questions for further clarifications may be required of some or all vendors.

XIII. Discussions

Discussions may be conducted with the vendors 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. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

XIV. Open Records

After the bid is awarded, all proposals will be subject to the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the School System website at <http://www.sumnerschools.org> under "Bids" link.

XV. Assignment

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

XVI. Liabilities

The vendor shall indemnify Sumner County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Sumner County 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.

XVII. Tax Status

Sumner County Government is tax exempt.

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts.

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, age, 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 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.

GYM FLOOR REFINISH

The Sumner County Board of Education, herein known as "School System", is soliciting bids to secure pricing to have gymnasium floors refinished. The School System is comprised of eleven middle schools and eight high schools with hardwood gym flooring (see Attachment "A")

CONTRACTORS OBLIGATIONS

1. Contractor shall provide all necessary labor, materials and equipment.
2. Contractor shall dispose of all generated waste materials in compliance with all Local, State, and Federal guidelines, regulations, and requirements.
3. Contractor shall take all reasonable precautions to prevent dust and fumes from entering other parts of the building including but not limited to sealing off intakes and doors. In the event dust mitigates to other areas of the building, the contractor is responsible for cleaning the affected areas.
4. Contractor shall have properly trained and experienced staff to facilitate the specified services.
5. Contractor must adhere to manufacturer's specifications for preparation and application of the floor finish. All finishes are to be applied at manufacturer's recommended rates. It is not permitted to thin finish unless recommended by the manufacturer.
6. Contractor must use new product, recently purchased, and with sufficient shelf life to perform this work. The School System reserves the right to request invoicing, age verification of product, and contact with suppliers to ensure the products utilized were not expired or not recommended for use.
7. Contractor must provide a list of references of work completed with the past five (5) years. The reference is to include the facility's name, a contact name, and phone number/email for the contact.
8. The School System reserves the right to withhold partial or all payment until the work is completed to the specifications and satisfaction of the School System. Any work not completed properly will be the Contractor's sole responsibility and expense to redo.
9. Contractor shall provide Workers Compensation Insurance as required by Tennessee State law. The Contractor shall prove compliance with Public Chapter No. 587, T.C.A. 49-5-413 (d), criminal background check, and provide a Drug Free Workplace Affidavit (see attachment "B").
10. Contractor is responsible to verify all measurements, equipment and quantities for this project.

GENERAL TERMS & CONDITIONS

INTENT

It is the intent and purpose of the specifications to describe the general conditions and requirements for contracting athletic flooring services. The services include screen and recoat the floor; and sanding, seal/finish, and artwork.

The bid shall secure pricing for individual schools. Each location shall be responsible for securing funds. The School System operates under the non-appropriation of funds clause. The bid is not a guarantee for business.

CONTRACTOR QUALIFICATIONS

Contractors must be a firm experienced in athletic flooring. All contractors must submit a list of ten different references including contact information. References must be for "like" projects.

PROPERTY DAMAGE

The contractor shall be responsible to reimburse the School System for any damage to the property due to negligence or as a result of work completed by the contractor. The contractor must, along with a representative of the School System, inspect each location for existing damage to include but not limited to the gymnasium floor, bleachers, thresholds, doors, wall pads, etc. prior to proceeding with the project.

SCHEDULING

It is the responsibility of the contractor to schedule work with each location to eliminate conflicts of use of the facilities.

TERMS

The bid shall be valid from July 1, 2017 thru June 30, 2018. The contract will be awarded on a per-year basis option to extend for Four (4) years upon agreement from both parties

WARRANTY

All labor and workmanship shall be guaranteed by the contractor for a period of one year from date of completion. All materials shall be guaranteed by the contractor for a period of one year from date of completion and the manufacturer for the manufacturer's standard published period.

Any defective materials that are discovered during the guarantee period must be replaced at the contractor's expense. Any defects due to poor workmanship that occur during the guarantee period following completion shall be corrected at the contractor's expense.

SCREEN and RECOAT

Scope:

The floor is to be properly cleaned and abraded to prepare for new finish coat. The School System must be notified immediately if there is a need for repainting of game lines, logos, etc. The bidder must indicate if game lines, logo, etc. are in need of repainting prior to abrading of the surface, if applicable. Following this, all dust/debris is to be properly removed and disposed. The floor must then be prepared for proper adhesion of finish coat. A minimum of two coats of finish must be applied. All work must be completed following manufacturer's specified guidelines.

Finish:

The floor is to be coated with a high quality sport floors finish. The finish must be from a recognized manufacturer. The bidder must include literature on the type of finish that is bid. The School System requires that contractors include literature water-based, solvent-based, and epoxy-based finish that is bid. All finish must be equal to or better than Hillyard brand.

SAND – SEAL – ARTWORK - FINISH

Scope:

The floor is to be properly sanded to bare wood using coarse, medium and fine sandpaper. The floor is to be prepped to remove any evidence of sander marks. Following this, all dust/debris is to be properly removed and disposed. The floor will then be sealed with a minimum of two coats of gym seal. Game Lines and artwork are to be applied to gym seal. Following this, the floor is to be prepared for proper adhesion of a minimum of two coats of finish. All work must be completed following manufacturer's specified guidelines.

The bid is to include cost for Game Lines: Main Basketball, Auxiliary/Cross-Court Basketball and Main Volleyball. An allowance must be given for artwork. Artwork is to include: Center Logo (up to three colors covering complete center circle); and three foot border around playing surface with lettering on both sidelines inside border. Additional artwork, as requested per location, shall be at an additional cost to the requester and quoted separately. The bidder shall adjust the cost for artwork if the requesting location requires less artwork, for example no logo or no three foot border. The bidder shall provide, to each location, an electronic file of the logo that has been applied to the floor for their use on promotional and related items.

As shading of lanes has become more prevalent, it shall be considered an additional cost and quoted separately to the requesting location.

Paint

The Game Lines and Artwork are to be painted using a high quality, alkyd-resin gloss enamel. The paint must have a high level of hiding, durability, and fade resistance. The School System requires that contractors include literature on the type of paint that is bid. The paint must be equal to or better than 1-Shot brand of lettering enamels.

Seal

The floor is to be sealed with a high quality, gym floor seal. The seal must be from a recognized manufacturer. The School System requires that contractors include literature on the type of seal that is bid. All gym floor seal must be equal to or better than Hillyard brand.

Finish

The floor is to be coated with a high quality sport floors finish. The finish must be from a recognized manufacturer. In order to guarantee proper adhesion to the gym floor seal, the finish must be from the same manufacturer as the gym floor seal. The bidder must include literature on the type of finish that is bid. The School System requires that contractors include literature for water-based, solvent-based, and epoxy-based finish that is bid. All finish must be equal to or better than Hillyard brand.

BID SHEET

GYM FLOOR REFINISH

SCREEN and RECOAT

**Bid price includes cost for screening & prep work.*

Cost per Square Foot

Water Based Finish (2 coats)

Solvent Based Finish (2 coats)

Epoxy Based Finish (2 coats)

SAND, SEAL and FINISH

**Bid price includes cost for sanding and seal coat (2 coats)*

Water Based Finish (2 coats)

Solvent Based Finish (2 coats)

Epoxy Based Finish (2 coats)

Allowance

ARTWORK

Center Logo

Border w/ Lettering

NOTE: *On a separate page indicate any restrictions to artwork allowance.*

Price per Each

GAMELINES

Basketball

Auxiliary/Cross-Court Basketball

Volleyball

ATTACHMENT "A"

MIDDLE SCHOOLS

Ellis Middle
100 Indian Lake Road
Hendersonville, TN 37075

Hawkins Middle
487-A Walton Ferry Road
Hendersonville, TN 37075

Knox Doss Middle @ Drakes Creek
1338 Drakes Creek Road
Hendersonville, TN 37075

Portland East Middle
604 South Broadway
Portland, TN 37148

Portland West Middle
110 Noland Private Drive
Portland, TN 37148

Rucker Stewart Middle
350 Hancock Street
Gallatin, TN 37066

Shafer Middle
240 Albert Gallatin Drive
Gallatin, TN

Station Camp Middle
281 Big Station Camp Blvd.
Gallatin, TN 37066

T.W. Hunter Middle
2101 New Hope Road
Hendersonville, TN 37075

Westmoreland Middle
4128 Hawkins Drive
Westmoreland, TN 37186

White House Middle
2020 Highway 31W
White House, TN 37188

HIGH SCHOOLS

Beech High
3126 Long Hollow Pike
Hendersonville, TN 37075

Gallatin High
700 Dan P. Herron Drive
Gallatin, TN 37066

Hendersonville High
123 Cherokee Road
Hendersonville, TN 37075

Merrol Hyde Magnet
128 Township Drive
Hendersonville, TN 37075

Portland High
600 College Street
Portland, TN 37148

Station Camp High
1040 Bison Trail
Gallatin, TN 37066

Westmoreland High
4300 Hawkins Drive
Westmoreland, TN 37186

White House High
508 Tyree Springs
White House, TN 37188

ATTACHMENT “B”

DRUG-FREE WORKPLACE

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 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 Board of Education is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – Sumner County Board of Education 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.

Contracts – Any contractors providing goods or services to Sumner County Board of Education must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

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 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 because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.
3. The Company is in compliance with all State and 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 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 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. 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;
2. Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the bid, been convicted or had a civil judgment rendered against it
 - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name of Participant Agency

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statement. Attached is my explanation.

ATTACHMENT 4

CERTIFICATION BY CONTRACTOR

I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.

_____ Title

_____ Name

_____ Date

_____ Witness