



Robert Beecham, County Mayor

P O Box 487, Dover, TN 37058

Phone: 931-232-3100 Fax: 931-232-3111

STEWART COUNTY, TN

REQUEST FOR PROPOSAL (RFP) FOR GRANT ADMINISTRATION SERVICES

INSTRUCTIONS TO BIDDERS

1. All bids shall be sealed.
2. The following shall be plainly displayed on the exterior of the bid package.
 - (a) "SEALED BID"
 - (b) "LPRF GRANT ADMINISTRATION"
 - (c) The Bidder's name, address, and telephone number.
3. All bids will be delivered to:
Stewart County Mayor's Office
Attention: Purchasing
P.O. Box 487
226 Lakeview Drive
Dover, TN 37058
4. All questions will be presented and answered via email to and from Robert Beecham, County Mayor, at stewartcountymayor@mchsi.com. Any discrepancies, errors, or ambiguities, in this RFP should be reported, in writing, to Robert Beecham, County Mayor, immediately at stewartcountymayor@mchsi.com. If the Purchaser determines it necessary, a written addendum will be incorporated in this RFP and become a part of the final agreement.
5. Bids will be accepted until July 18, 2024 at 04:00 PM CST.
6. Bids will be opened and read publicly on July 18, 2024 at 04:00 PM CST at the Stewart County Mayor's Office, 226 Lakeview Drive, Dover, TN 37058.
7. Stewart County Government reserves the right to accept or reject any and/or all bids, in whole or in part, as may be in the best interest of the county.

1. SCOPE OF THE SPECIFICATIONS

Stewart County has received Local Parks and Recreation Fund (LPRF) funding from the State of Tennessee for park renovations at six (6) sites. Stewart County is requesting sealed bid proposals from firms with experience in the administration of grant funds and overall management of the LPRF project. Services will end at the close of the project.

The park activities and sites are:

1. Cumberland City Park: demolition of deteriorated school bldg. & construction of a restroom
2. Stewart Co. Athletic Assoc. Fields: Light installation
3. Stewart Co. Community Park: Multipurpose fields & drainage improvements
4. Hickman Creek Park: Playground & Equipment, Pavilion, Site Improvements
5. Indian Mound: Playground Equipment & Pavilion
6. Dover City Park: Rehab restrooms & existing playground equipment, Splashpad, Pickleball court, Cornhole court, Volleyball court, ADA improvements, and Parking Improvements

This project is funded under a grant contract with the State of Tennessee Department of Environment and Conservation.

Stewart County is requesting sealed bid proposals from firms with experience in the administration of grant funds and overall management of the LPRF project. Services will end at the close of the project. Services to be provided by the firm(s) selected are as follows:

1. Development, compliance, and overall project management of the LPRF project in accordance with the Funding Agency requirements;
2. Financial management of the LPRF in accordance with the Funding Agency requirements; and,
3. Compliance with Close Out Activities related to the LPRF.

2. GENERAL TERMS AND CONDITIONS

2.1 Bidder's Responsibility and Qualification

It is the intent of these specifications, and all requirements listed herein, to obtain bids to meet the local needs of this agency, and to obtain bids that may be easily, and completely evaluated on an equal and competitive basis. The Bidder must meet specifications above or equivalent. It is understood, and the Bidder hereby agrees, that he is solely responsible for all designs, equipment, materials, and services proposed, to ensure complete and functional communications support facilities.

Bidder shall provide and incorporate in his bid quotation all charges related to labor, equipment, and materials necessary to complete this project. Any errors or omissions in the proposal and any associated costs with those, are the responsibility of the respondent to this request.

No bid will be considered from any bidder unless the Bidder is known to be skilled and has engaged in work of a character similar to that described herein.

Bidder shall complete and sign the Bidder Certification Form located on the final page of these bid specifications.

2.2 Prices

Bid prices shall include all expenses, including but not limited to, courier fees, travel, mileage, per diem and printing. Payment shall be made only for services purchased under contract with the awarded Bidder. Payment will not be made for submission of bid or any part thereof.

Prices shall be itemized on the Bidder's own forms.

2.3 Evaluation

The Purchaser shall evaluate all bids received, and the award will be to the lowest and most responsive Bidder. A responsive bid is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance.

The Purchaser will select the most compliant, best bids meeting the specifications at the lowest cost.

To be evaluated properly, the following must be addressed in detail:

1. Specified experience or technical expertise of the firm in connection with the type of services to be provided as identified above, but not limited to, said scope of services.
30 Points
2. The capacity of the firm to perform the work within TDEC LPRF guidelines, timeframe desired by the County, taking into account the current and planned workload of the firm;
30 Points.
3. Familiarity of the firm with TDEC LPRF program and eligibility regulations. Outline the familiarity and understanding of the community's needs, the funding program and

the approach to delivering the required services successfully.
20 Points; and,

4. Qualifications of Key Personnel of the Team assigned to the Project.
20 Points

Each submission will be evaluated according to experience with the type of services required, experience with the referenced project, past performance record, capacity of the firm to perform the necessary work within the time limitations, and the firm's familiarity with the local conditions of the area.

Stewart County's evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, religion, national origin, sex, creed, age, and disability. All firms submitting RFPs must be willing and capable to immediately enter a contract with Stewart County.

2.4 Disputes

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Purchaser shall be final and binding on both parties. However, should an administrative hearing occur, the party requesting the hearing shall be accountable for any and all costs relating thereto.

2.5 Final Acceptance and Award

It is the Purchaser's intention to award a contract for this project within thirty (30) days of the bid opening. The award of a contract shall be made to a single bidder. The contract shall consist of an approved purchase order, accompanied by an agreement to all bid specifications contained herein this document and any additional agreements negotiated between both Purchaser and Bidder.

The Purchaser reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the Bidder to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the Purchaser.

The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Purchaser, and the delivery terms will be taken into consideration.

The Purchaser reserves the right to request additional information to assist in the evaluation process; this includes references and business capacity information. The Purchaser reserves the right to negotiate modifications or amendments to the proposal to clarify the intent of the RFP or to best meet the needs and financial requirements of the Purchaser.

If the Bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the Purchaser shall have thirty (30) days to accept.

A written purchase order mailed or otherwise furnished, to the successful Bidder within the time period specified in the bid results is a binding contract without further action by either party. The contract may not be assigned without written consent by the Purchaser.

2.6 Bidder's Insurance

The awarded Bidder shall not commence any work in connection with the contract until he has obtained all the following types of insurance, nor shall the Bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified and doing business in the State of Tennessee. Bidder will provide workers compensation insurance in accordance with the Statutes of the State of Tennessee and will include employer's liability.

The Purchaser shall be furnished proof of coverage of insurance by certificates of insurance and a waiver of subrogation accompanying the contract documents and shall name the Purchaser, "Stewart County Government, PO Box 487, Dover, TN 37058", as an additional named insured. This shall be required from the awarded Bidder and any subcontractors.

The Purchaser shall be exempt from, and no way liable for, any sums of money, which may represent a deduction in any insurance policy. The payment of such deductible shall be the sole responsibility of the Bidder and/or subcontractor providing such insurance.

Cancellation of insurance or failure to provide certificates of insurance will cause all contracts and payments to cease until proof is re-established.

2.7 Bidder's Public Liability and Property Damage Insurance

The awarded Bidder shall secure and maintain during the life of the contract, Comprehensive General Liability, Comprehensive Automobile Liability Insurance and Professional Liability as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the contract whether such operations be by anyone directly or indirectly employed by him.

2.8 Payment Schedule

Invoice billing is to Stewart County Mayor's Office, Attn: Accounts Payables, PO Box 487, Dover, TN 37058. Invoices shall bear the purchase order number, and be submitted to Accounts Payables via email to hmorgan@stewartcogov.com.

Stewart County Government shall make payment for said service within thirty (30) days of being invoiced, unless other payment terms are agreed upon during proposal evaluation and acceptance.

2.9 Bid Proposal Copies

The Bidder shall submit four (4) copies of their sealed bid proposal to Purchaser. It is the Bidder's responsibility to ensure that all bids submitted contain all the information required for evaluation by the Purchaser.

2.10 Legal Requirements

Applicable provisions of all Federal, State, County and local laws and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the Purchaser by and through its officers, employees and authorized representatives, or any other persons, natural or otherwise, and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

2.11 Subcontractors

If the Bidder intends to engage a subcontractor or subcontractors to provide any part of the equipment or work required by this specification, the Bidder shall provide each subcontractor with a copy of these specifications to ensure subcontractor's awareness and subsequent compliance with all pertinent requirements of the specifications. In addition, any subcontractors are required to be approved by the Purchaser.

2.12 Governing Law

The contract between awarded Bidder and Purchaser shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Bidder agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under the contract. The Bidder acknowledges and agrees that any rights or claims against the Purchaser or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under TCA Code 9-8-101 through 9-8-408.

2.12 Taxes

The Purchaser is tax exempt; do not include taxes in quotation.

2.13 Nondiscrimination

The Purchaser and awarded Bidder agree to comply with Titles VI and VII of the Civil 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 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, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

2.14 Public Inspection

All bids will be publicly opened and are subject to public inspection after the award. Bidders may be present at bid opening.

2.15 Iran Divestment Act

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this

bid/quote/quotes, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid/quote/quotes, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to § 12-12-106.

2.16 Non-Boycott of Israel Certification

The Bidder 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. § 12-4-119. 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.

3. SUBMISSION OF BID

Please submit four (4) bound, Sealed Bid Proposals to:

Stewart County Mayor's Office
Attn: Purchasing
PO Box 487
226 Lake View Drive
Dover, Tennessee 37058

Each bid proposal will be evaluated based upon the information provided.

Sealed bid proposals are due on or before 4:00 PM CST, Thursday, July 18, 2024 at the Stewart County Mayor's Office, PO Box 487, 226 Lakeview Drive, Dover, Tennessee 37058. No bids will be accepted after 4:00 PM.

Stewart County is an Equal Opportunity Provider and Employer. The County encourages Minority-owned Business Enterprises (MBEs) and Woman-owned Business Enterprises (WBEs) to submit a sealed bid proposal.

Stewart County Government reserves the right to accept or reject any and/or all bids, in whole or in part, as may be in the best interest of the county.

Any question regarding the RFP or the Project Scope shall be emailed to Stewart County Mayor Robert Beecham at stewartcountymayor@mchsi.com. The deadline for questions is 4:00 p.m. CST July 12, 2024.

Robert S. Beecham
County Mayor

BIDDER CERTIFICATION

The undersigned Bidder hereby certifies that this bid is submitted in response to, and complies with all specification requirements of, the invitation to bid as issued by the Purchaser.

No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the Bidder's authorized signature affixed to the Bidder certification form attests to this.

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/quotes, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid/quote/quotes, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to § 12-12-106.

The Bidder 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. § 12-4-119. 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.

Firm Name: _____

Address: _____
(Street/Post Office Box)

(City) (State) (Zip Code)

Telephone Number: _____

Authorized Signature: _____
(Date)

Print Name and Title: _____

Name, title, address and telephone number of individual designated as the point of contact and project manager for all work to be performed under this contract.

