REQUEST FOR PROPOSAL (RFP)

SUMNER COUNTY GOVERNMENT
SUMNER COUNTY, TENNESSEE

20260910-2
SUMNER COUNTY RECOVERY COURT SIDEWALK PROJECT

Purchasing Staff Contact:

Christi Mullins
(615) 451-6033
cmullins@sumnercountytn.gov

Release date: August 20, 2026	**RFP due date: September 10, 2026 @ 10:45 AM CST**

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 Government.

Sumner County Government, herein known as Sumner County, is hereby requesting a proposal for Sumner County Recovery Court Sidewalk Project utilized by the Sumner County Mayors Office.

Upon mutual agreement by all parties, Sumner County may grant the right to extend the terms, conditions, and prices of contract(s) awarded from this RFP to other institutions (such as state 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 and/or services. Proposer agrees that Sumner County shall bear no responsibility or liability for any agreements between proposer and the other institution(s) who desires to exercise the option.

I. Proposal Specifications

Reference to available specifications shall be sufficient to make the terms of the specifications binding on the proposer. The use of the name of a manufacturer, or any special brand or make in describing an item, does not restrict the proposer to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the proposal. Proposers are required to notify the Sumner County purchasing supervisor whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposal is submitted must be equal or superior to that specified.

See the following page(s) for complete specifications.

Sumner County, Tennessee, hereby solicits sealed proposals from qualified and properly licensed contractors for the **Sumner County Recovery Court Sidewalk** project, as detailed within this Request for Proposals (RFP).

All contractors shall comply with all applicable state and local requirements, including, but not limited to:

- All applicable Tennessee contractor licensing requirements;
- Local building codes, safety regulations, and inspection requirements;
- Applicable occupational safety standards;
- Required insurance;
- Applicable nondiscrimination and equal opportunity provisions.

The purpose of this solicitation is to obtain competitive proposals from responsible contractors with demonstrated experience in structural concrete work, stair construction, and related construction services necessary to complete the project in accordance with the specifications.

This procurement process is conducted in accordance with Tennessee law and Sumner County purchasing policies to ensure transparency, fair competition, and responsible stewardship of public funds.

Sumner County reserves the right to reject any or all proposals, to waive minor informalities or irregularities in the proposals received, and to accept the proposal deemed to be in the best interest of the County.

By submitting a proposal, respondents acknowledge that they understand and agree to comply with all applicable federal, state, and local laws, regulations, and ordinances governing the performance of this work.

Scope of Work:

1.) Provide a walkway approx. 875 SF to include:

- Barricade desired area off for the duration of the project
- Excavate and haul away approx. 30 bushes and other landscape materials as needed
- Remove (2) sections of railing where the new sidewalk will meet each landing
- Grade area to desired elevation
- Place and compact base stone as needed (minimum of 4" base stone)
- Furnish and install wire mesh
- Furnish and install expansion joint where concrete touches the brick and at each landing
- Form, prep, place, and finish approx. 875 SF of sidewalk/ramp (175'x5')
- 4000 psi / air / wire mesh / broom finish
- Pull zip strip from expansion joint and apply mastic
- Patch existing railing where needed to meet codes
- Install 10 LF of new galvanized railing at each tie in point (to match existing style)
- Seed and straw any disturbed areas and back fill concrete with dirt produced on site

2.) Clean up and leave affected work areas in a clean and orderly fashion daily

3.) All permitting, labor, material, and equipment costs must be included in the contractor's bid, including a 10% contingency in the final bid.

4.) Contractors must include a schedule/timeline for the project, projecting start to finish.

5.) Garden located onsite is not to be disturbed.

6.) Work can be conducted during normal business hours.

Interested bidders are required to complete a site visit with County staff prior to the bid opening. Please contact Scott Shamrock to schedule a site visit and to review the scope of work at sshamrock@sumnercountytn.gov. It is the responsibility of each respondent to this request to verify the scope of work as a basis for the proposal. All respondents to this request shall be responsible for any errors or omissions. Sumner County recommends that site visits be completed before the question deadline on 09/02/2026, as no questions are allowed after that date.

Interested parties should direct all communication regarding this RFP to the following persons (copy all on all communication/email): Scott Shamrock (sshamrock@sumnercountytn.gov), Christi Mullins (purchasing@sumnercountytn.gov).

New sidewalk to be installed
Garden not to be disturbed

Proposal Package

The sealed proposal package will include all the following, when applicable. Any sealed proposal may be rejected as a non-conforming proposal if any applicable item is missing.

- Two complete copies of the proposal or one sealed copy of the proposal along with a flash drive
- Evidence of a valid State of Tennessee business license and/or Sumner County business license, if applicable. If vendor does not have current license, one must be provided within ten business days of award notification.
- Evidence of compliance with the Sumner County insurance requirements, if work is performed on Sumner County property (see section III)
- RFP Sheet/ Contact Information/ Certification by Vendor *(Attachment 1)*
- Signed and completed Statement of Non-Collusion *(Attachment 2)*
- Drug-Free Workplace Affidavit *(Attachment 3)* - Evidence of a company's safety program and, if supported, a drug testing program
- If proposal is in excess of $25,000, a Certification Regarding Debarment, Suspension, and Other Responsibility Matters *(Attachment 4)* will be completed; must be completed if performing federal grant work
- Attestation Re Personnel *(Attachment 5)* must be completed
- References *(Attachment 6)* will be completed if applicable
- Open Records Acknowledgement *(Attachment 7)* must be completed
- Properly completed Internal Revenue Service (IRS) Form W-9

The package containing the proposal must be sealed and will be clearly marked on the outside of the package as follows:

Vendor Name/Contact Email Address
20260910-2 SUMNER COUNTY RECOVERY COURT SIDEWALK PROJECT
DO NOT OPEN

Sealed proposals must be physically received by **September 10, 2026 @ 10:45 AM CST**. Proposals received after that time will be deemed invalid. Sumner County is not responsible for delivery from any carriers. Vendors mailing proposal packages will allow sufficient time to ensure receipt of the package by the time specified. Sumner County shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions. Proposals will be opened and read aloud on **September 10, 2026 @ 10:45 AM CST** at the address indicated below.

Proposals may be hand delivered or mailed to the following address.

Sumner County Government
Attn: Purchasing Supervisor
355 N Belvedere Drive, Room 302
Gallatin, TN 37066

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

Samples of items, when called for, must be furnished free of expense and, if not destroyed, will, upon proposer's request within ten days of RFP opening, be returned at the proposer's expense. Each sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP number, and item reference.

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

II. Instructions for Proposal

A. Responses

1. Proposal will include point-by-point responses to the RFP.
2. No erasures or white-out permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error and will be initialed in ink by person signing the proposal.
3. The number of calendar days in which delivery is to be made after the receipt of the order should be stated in the RFP and may be a factor in making an award, price notwithstanding.
4. Transportation and delivery charges will be specified.
5. New materials and supplies must be delivered unless otherwise specifically called for in the RFP.
6. Payment terms should be specified in the proposal, including any discount for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms should be NET 30 days.
7. Proposal must include a list of exceptions to the specifications, if any.
8. Proposal will include the legal name of the vendor and will be signed by a person legally authorized to bind the vendor to a contract.
9. Other than bonding requirements and business license, any and all proposal requirements will be met prior to submission. Bonding and business license requirements must be met before Sumner County signs contract.
10. The proposer understands and accepts the non-appropriation of funds provision of Sumner County.
11. If noted in the section "proposal specifications" or if later requested, the proposer will be required to provide a reference list of clients.
12. Sumner County is tax exempt. Unless required by law, the vendor will not include taxes in proposal.
13. Sumner County will not enter into any financing agreement(s) with any vendor.

B. Vendors

1. All vendors are required to have a current IRS Form W-9 on file with Sumner County. It can be obtained from the Internal Revenue Service's website at www.irs.gov.
2. To comply with the Tennessee Lawful Employment Act (50-1-702 and 50-1-703), non-employees (individuals hired as independent contractors) must have on file any one of the following documents:
   - Valid Tennessee driver's license or photo identification issued by department of safety
   - Valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee
   - U.S. birth certificate
   - Valid U.S. passport
   - U.S. certificate of birth abroad (DS-1350 or FS-545)
   - Report of birth abroad of a U.S. citizen (FS-240)
   - Certificate of citizenship (N560 OR N561)
   - Certificate of naturalization (N550, N570, or N578)
   - U.S. citizen identification card (I-197 or I-179)

- Valid alien registration documentation or proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number).

3. If required, a Tennessee business license must be on file in the finance department. Evidence of the license must be provided within ten business days following notification of award. Otherwise, Sumner County may rescind its acceptance of the proposal.

III. Insurance Requirements and Liability

As applicable, each 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 at least which meet state standards. The owner or principal must also be insured by workers' compensation if they will be performing any of the services on Sumner County properties. If required, proposer also understands that the evidence of required insurance will be submitted within ten business days, unless specified otherwise under RFP specifications, following notification of award; otherwise, Sumner County may rescind its acceptance of the proposal.

Sumner County does not indemnify or hold harmless any party.

IV. Clarification and Interpretation of RFP

The words "must" and "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements Sumner County considers important but not mandatory, however, in all instances, the proposal must be sufficiently detailed at the time of receipt to make a fair evaluation. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to Sumner County.

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 immediately notify Sumner County, via email at purchasing@sumnercountytn.gov, of such matters.

All questions, including any follow up questions, must be received by September 2, 2026. All inquiries to proposals will be posted on September 3, 2026, on the Sumner County website at www.sumnercountytn.gov under "Request for Proposal (RFP)" a minimum of 5 days before the proposal "deadline".

Unauthorized contact regarding this RFP with employees or officials of Sumner County other than persons named below may result in disqualification from this procurement process.

Interested parties shall direct all communication regarding this RFP to the following persons (copy all on all communication/email):

RFP Procedures:	**RFP Specifications:**
Christi Mullins Purchasing / AP Clerk 355 N. Belvedere Drive, RM 302 Gallatin, TN 37066 purchasing@sumnercountytn.gov	Scott Shamrock sshamrock@sumnercountytn.gov

V. Bonding Requirements

For any construction contracts, contractor shall first execute a good and solvent bond before the contract can be awarded. The bond shall be for no less than twenty-five percent of the contract price on all contracts in excess of $100,000.

VI. Withdrawal or Modification of Proposal

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

VII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the proposals to this RFP and making awards, Sumner County may consider such factors as the 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. Sumner County reserves the right to ask questions of the proposer for clarification of proposal.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply may be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.

VIII. Awarding of or Right to Seek a New Proposal

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. Any award is subject to Sumner County being capable and willing to agree to all terms and conditions on all contract(s) and amendment(s) provided by the vendor.

In case of vendor default, Sumner County may procure the articles or services from other sources and may hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their proposal, the contract, Sumner County policy, or any law, they may be disqualified from proposing for a period of two years for minor violations or longer for major violations. Proposals from disqualified proposers will not be accepted during the period of disqualification.

IX. Open Records

After a proposal is awarded, all proposals will be subject to the Tennessee Open Records Act and will be available to the public, County Commission, and other County staff and individuals upon written request.

Instructions can be found under the law director's tab on the Sumner County website (www.sumnercountytn.gov). Summary information on proposals submitted will be posted on the Sumner County Finance website under the "Purchasing" tab.

X. Assignment

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

XI. Inspection of Purchases

Articles received which are not equivalent will not be accepted. Sumner County shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires Sumner County to use nonconforming materials, an appropriate reduction in payment may be made.

XII. Invoicing

Invoices are to be submitted to:

Sumner County Mayors Office
355 N Belvedere Dr. Room 102
Gallatin, TN 37066

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

XIII. Contract Nullification

Sumner County may nullify the contract at any time if, in the judgment of Sumner County, the vendor(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 vendor(s), but no further sums shall be owed to the vendor(s). The agreement between Sumner County and the vendor (s) is contingent upon an approved annual budget allotment, and it is subject, with thirty days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County.

XIV. Applicable Law

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

The successful vendor agrees he/she shall comply with all local, state, and federal laws, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

Any contract will be interpreted under the laws of the State of Tennessee.

Sumner County does not enter contracts that 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, or board member that has any financial or beneficial interest in such transaction.

XV. Data Privacy and Security

Personal information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, 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 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 SSAE16 standard and shall undertake any audits and risk assessments vendor deems necessary to maintain compliance with SSAE16. Vendor shall provide Sumner County with the name and contact information for an employee of vendor who shall serve as Sumner County's primary security contact and shall be available to assist customer in a timely manner, 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 mitigate or resolve any security incident at vendor's expense and in accordance with application privacy rights, laws, regulations, and standards. Vendor shall reimburse Sumner County for actual costs incurred by Sumner County in responding to 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.

XVI. Iran Divestment Act

By submission of this proposal, each proposer and each person signing on behalf of any proposer, 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.

ATTACHMENT 1 – RFP Sheet/Contact Information/Certification by Vendor

Sumner County Government
355 N Belvedere Drive, Room 302, Gallatin, TN 37066

Company Legal Name: _____

Company Official Address: _____

_____

Company Website: _____

Company Phone: _____

Date: _____ Proposal Valid Thru Date: ____December 9, 2026_____

Proposal Number/Title: 20260910-2 Sumner County Recovery Court Sidewalk Project
Deadline: September 10, 2026 @ 10:45 AM CST
Proposal Amount: Fill out, if applicable (for multiple years) ☐ check box if price list is attached

Year	Amount

Contact person for project administration:

Name: _____Phone:_____

Email: _____

Certification by Vendor:

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

_____
Authorized Company Representative Name and Title (printed)

_____
Authorized Company Representative (signature)

_____
Date

ATTACHMENT 2 – Statement of Non-Collusion

The undersigned affirms they are duly authorized to execute this contract. This company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent. 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: _____

_____
Authorized Company Representative Name and Title (printed)

_____
Authorized Company Representative (signature)

_____
Date

ATTACHMENT 3 – 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 vendors to remain, or become and remain, drug-free. Abuse of and dependency on alcohol and/or drugs can seriously affect the health of employees, vendors, and citizens, can jeopardize personal safety, can impact the safety of others, and can impair job performance.

Drug-Free Workplace Act of 1988 – Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, 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 will 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 vendors providing goods or services to Sumner County Government 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 *(Attachment 3, page 2)*.

ATTACHMENT 3 (page 2) – Drug Free Workplace Affidavit

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five 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 _____(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 on behalf of the company.
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 (printed)

_____

Principal Officer (signature)

STATE OF _____

COUNTY OF _____

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

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

_____

Notary Public

My commission expires: _____

ATTACHMENT 4 – 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 proposal, been convicted, or had a civil judgement rendered against it
    - 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.
    - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or proposal rigging; or
    - 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 rejection of this proposal or 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.

_____

Company Legal Name

_____

Authorized Company Representative Name and Title (printed)

_____

Authorized Company Representative (signature)

_____

Date

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

ATTACHMENT 5 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

Company Legal 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 subcontractor who will utilize the services of an illegal immigrant in the performance of this contract.

_____

Authorized Company Representative Name and Title (printed)

_____

Authorized Company Representative (signature)

_____

Date

ATTACHMENT 6 – 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 7 – Open Records Acknowledgement

The undersigned acknowledges after a proposal is awarded, all proposals will be subject to the Tennessee Open Records Act and will be available to the public, County Commission, and other County staff and individuals upon written request.

_____

Authorized Company Representative Name and Title (printed)

_____

Authorized Company Representative (signature)

_____

Date