

NOTICE TO BIDDERS 001116
Rachel's Garden Inclusive Playground

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Goodlettsville will receive sealed bids at the City of Goodlettsville purchasing office at 105 South Main Street, Goodlettsville, TN 37072 until **1:00 PM CST on August 23, 2024** for:

The Construction of: **Rachel's Garden Inclusive Playground**

Rachel's Garden includes the construction of a +/- 9,200 sq. ft. playground (by others), grading and site work, 6 ADA compliant parking spaces, 2 of which will be van accessible, and ADA accessible sidewalk.

This project is funded by a Local Parks and Recreation Fund grant administered by the Tennessee Department of Environment and Conservation Recreation Resources Division.

The Information for Bidders, Form of Bid, Form of Agreement, General Conditions, Supplemental General Conditions, Drawings, Forms of Bid Bond, Performance Bond, Payment Bond, and other Contract Documents may be examined at the following location:

City of Goodlettsville
105 South Main Street
Goodlettsville, TN 37072

A Sharefile link containing Bidding Documents may be obtained by contacting **Tiffany West at twest@goodlettsville.gov**.

Each bid must be submitted on forms provided in Bid Documents and either accompanied by a Bid Bond, properly executed on the form provided, or Cashier's Check drawn on a National or Tennessee Bank in the amount of 5% of the Total Bid Price.

Bids filed as provided herein shall be publicly opened on **August 23rd, 2024 at 1:00 PM CST** at the City of Goodlettsville, 105 South Main Street, Goodlettsville, TN 37072.

Bids received after the time set for opening of bids, shall not be considered and will be returned unopened.

The City of Goodlettsville shall reserve the right to reject any and all bids if said body deems it necessary in the best interest of the citizens of the City of Goodlettsville.

SYSTEM OF AWARD MANAGEMENT (SAM)

Suspension and Debarment status will be verified prior to entering into any contract. Contractors performing work under this contract must not have any exclusions.

IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid 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 T.C.A. § 12-12-101 et. Seq.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

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Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

Conflicts of Interest: The Provider warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

Lobbying: The Provider certifies, to the best of its knowledge and belief that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the contract, grant, loan, or cooperative agreement, the Provider shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- c. The Provider shall require that the language of the certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.

Nondiscrimination: The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Provider on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Provider shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.

Public Accountability: If the Provider is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Contract involves the provision of services to citizens by the Provider on behalf of the State, the Provider agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Provider shall also display in a prominent place, located near the passageway through which the public enters in order to receive

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Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THAT STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Owner shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Provider, provide Provider with any necessary signs.

Public Notice: All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Provider in relation to this Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Contract shall be approved by the State.

Records: the Provider and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Provider and any approved subcontractor, insofar as they relate to work performed or money received under this Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Provider's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contract expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. Provider shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of Treasury.

Provider shall establish a system of internal controls that utilize the COSO Internal Control Integrated Framework model as the basic foundation for the internal control system. The Provider shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

END OF SECTION 001116