

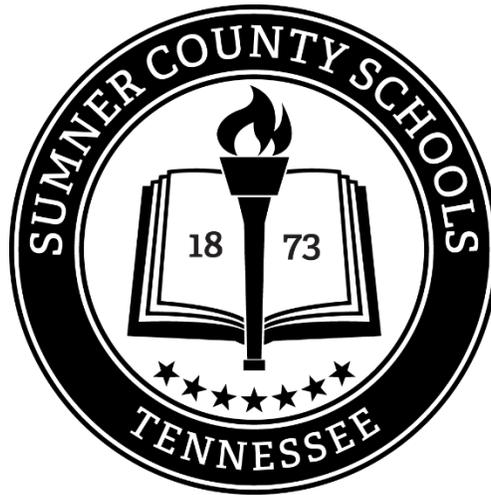
REQUEST FOR PROPOSAL (RFP)

NUMBER: 20180123-BOE

SUMNER COUNTY BOARD OF EDUCATION

This solicitation document serves as the written determination of the SCS Purchasing Supervisor that the use of Competitive Sealed Proposals for this solicitation is in the best interest of SCS.

RFP Title: Temporary Staffing Services



Purchasing Staff Contact:

Chris Harrison
Purchasing Supervisor
615-451-6560

chris.harrison@sumnerschools.org

Janice Wright
Purchasing Coordinator
615-451-6569

janice.wright@sumnerschools.org

Release Date: January 2, 2018

Proposal Due Date: January 23, 2018 @ 10:00 a.m.

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

NOTICE TO PROPOSERS

There may be one or more amendments to this RFP. In order to receive communication for any such amendments issued specifically to this RFP, the proposer must provide a Notice of Intent to Propose to the Sumner County Board of Education (SCS) Purchasing Department. The proposer must utilize this form when submitting notice. The notice may be sent by email to: Purchasing Office, purchasing@sumnerschools.org. SCS will send amendments only to those proposers which complete and return this information by the deadline list in the RFP Schedule of Events (Section 4).

RFP Number: **20180123-BOE Temporary Staffing Services**

Company Name: _____

Mailing Address: _____

Phone Number: _____

Contact Person: _____

Email Address: _____

Authorized Signature _____

Printed Name _____

Date _____

Emailed amendments will be sent in a Microsoft Word (Office for Windows) or Portable Document Format (pdf) format. 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 the Sumner County Board of Education.

Amendments will also be posted on the SCS website <https://sumnerschools.org/index.php/current-bids-and-rfps> and attached to the solicitation listing as a PDF or WORD file. Check the particular solicitation on the Current Bids and RFPs webpage for any posted amendments.

By completing and returning this form, the Proposer has expressed its intent to provide a proposal for **20180123-BOE Temporary Staffing Services**.

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1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for a temporary staffing service provider(s). The temporary staff will be working with the Maintenance Department as grounds technicians.

1.2. Contact Information

Unauthorized contact regarding this RFP with employees or officials of SCS other than the Purchasing Supervisor named below may result in disqualification from this procurement process.

Interested parties must direct all communication regarding this RFP to the Purchasing Supervisor, who is SCS's only official point of contact for this RFP.

RFP Procedure Questions:

Chris Harrison
Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066
(615) 451-6560
chris.harrison@sumnerschools.org

Staffing Questions:

Andy Brown
Asst. Director for Facilities & Support Services
1500 Airport Road
Gallatin, TN 37066
(615) 451-5255
andrew.brown@sumnerschools.org

2. Requirements

2.1. Contract Term

It is the intention of SCS to award a contract for an Agency or Agencies to provide temporary staffing services during a term beginning on March 1, 2018 thru October 31, 2018. SCS reserves the right to extend the contract for an additional two terms: March 1, 2019 thru October 31, 2019 and March 1, 2020 thru October 31, 2020. All extensions are subject to approval by the Board of Education at its regularly scheduled meeting. SCS reserves the right to immediately terminate the contract without notice if the Agency fails to provide the services outlined in the RFP.

2.2. Scope of Work / Specifications

The Agency shall furnish temporary staffing services as required by SCS for the job classification detailed in Section J. The Agency shall furnish all services necessary to provide temporary personnel. SCS estimates a maximum of fifteen (15) personnel will be required daily during the contract term. SCS, however, does not guarantee a minimum number of required personnel. SCS also does not guarantee that temporary personnel will be required for every working day of the contract term. SCS reserves the right to request additional personnel, beyond the maximum listed, at the rate indicated in the Agency's response.

The RFP details specific requirements for making a proposal in response to the RFP. Each Agency responding to this RFP, must prepare a written response to each of the items listed in the Scope of Work.

A. Employed by Agency

All temporary staffing personnel shall be employed by the Agency. The Agency shall be responsible for the following:

- Maintenance of all personnel and payroll records for temporary employees.
- Agency shall assume sole and exclusive responsibility for payment of wages to personnel for services performed by them. The Agency shall be responsible for withholding federal, state and local income taxes, paying social security taxes, unemployment insurance and maintain worker's compensation insurance coverage in an amount required by state law.
- Compliance with all provisions of the Affordable Care Act (ACA) applicable to temporary employees including the employer shared responsibility provision relating to the offer of "minimum essential coverage" to "full-time" employees and the applicable employer information reporting provision.
- Compliance with all Federal, State and local labor and employment laws.
- Each of SCS and Agency (the "Indemnifying Party") hereby agree to indemnify the other, its affiliates, directors, officers, and employees (the "Indemnified Party"), and hold the Indemnified Party harmless from and against any and all claims, demands, liabilities, cause or causes of action, and attorney's costs, fees, and reasonable expenses whatsoever, pertaining to all aspects of the Indemnifying Party's services, business, contracts and dealings whatsoever, except as occasioned by the act, failure to act, negligence, or breach of this Agreement by the Indemnified Party.

B. Recruitment

The Agency shall recruit, screen, interview and hire the best qualified applicant to perform the type of work required ensuring minimum requirements are met. Recruitment interviews shall be conducted in person by the Agency to ensure employment candidates can effectively communicate orally (in English) and have the required knowledge, skills, and abilities to perform the requirements of the position.

C. Criminal Background Check

The Agency shall conduct all background screenings, meeting the requirements of SCS, prior to placing the employee with SCS. The background screening must be comprehensive of all Local, State (TBI) and Federal (FBI) databases as well as DCS, Sex Offender Registry and TN Department of Health Abuse Registry. Upon request, the Agency must provide a copy within one (1) business day from the time of request.

D. Drug Screen

The Agency shall conduct a 10-panel urine drug test on all temporary employees prior to placement with SCS. The Agency, upon request, must provide SCS with an official copy of the test results within one (1) business day of the request.

The Agency shall perform a lottery drug screening of three employees assigned to SCS every month beginning after the first thirty days of the contract start date.

E. Time Cards

The Agency will supply all temporary employees with a time card. It is the Agency's responsibility to instruct temporary employees on how to complete the timesheets. Hours worked will be signed on a daily or weekly basis by a supervisor at the worksite. SCS will pay only for actual hours worked at the designated location. No other expenses or allowance will be paid by SCS.

F. Assignment

All temporary employees shall arrive on-site at the time requested and in proper attire. SCS will provide on-site training to the temporary employees, inclusive of equipment, to ensure successful completion of duties. Access to necessary equipment, facilities and supplies needed to perform the work assigned will be provided.

G. Student Contact

All temporary employees shall avoid contact with students while on assignment. ANY temporary employee observed to be conversing with, photographing, contacting thru social media or otherwise fraternizing with a student will be immediately removed from the work site and denied any further placement with SCS. Any existing familial or other forms of pre-existing relationships with a student shall not be considered an exception. This includes such relationships as: parent, grandparent, aunt, uncle, cousin, family friendships and such like.

H. Attire / Physical Appearance

SCS requires that all temporary employees arrive at the work site wearing proper clothing and dress in a manner appropriate to the job classification. Standard requirements are: Steel Toe Boots; Pants; and Plain (no logo/print) T-shirt. The Agency shall be required to furnish all temporary employees with personal protective equipment (PPE) appropriate to the job classification. SCS shall bear no financial responsibility for any lost, stolen or damaged PPE.

The Agency shall not assign any temporary employee with tattoos easily visible on the neck, face or arms unless the temporary employee wears appropriate clothing that will cover the tattoo at all times while at the work site. As well, the Agency shall not place any temporary employee with facial piercings or exotic earrings/gauges.

I. Discipline

The Agency shall be responsible for handling disciplinary actions and removal of temporary employees from assignment, as required, if SCS is not satisfied with the temporary employee's performance. A replacement must be sent within two (2) working days.

J. Grounds Maintenance - Job Classification

DUTIES AND RESPONSIBILITIES

**This is intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be a complete list of responsibilities or skills.*

Maintains grounds in clean, safe and orderly manner; mows; edges; removes weeds and debris from walkways, culverts, roadways, planters and parking areas by hand or via herbicide application; uses blower or broom to sweep sidewalks; loads and unloads equipment or materials from department vehicles; operates and maintains grounds maintenance equipment such as lawn mower, edger, sweeper, string trimmer, sprayers and such like; reports any issues with equipment to supervisor; assists in other minor grounds maintenance tasks as required.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education, training and experience which demonstrates ability to perform the duties and responsibilities as described.

Skill and Ability to:

Operate hand and power tools, and other associated grounds maintenance equipment; perform general grounds work; read and understand labels, work orders, and similar documents; follow oral and written directions; communicate effectively in both oral and written form; establish and maintain cooperative and effective relationships with those contacted in the course of work assignments; perform a variety of physical demands including bending, kneeling, reaching, walking and standing for long periods of time; lift and carry equipment and materials.

Work Schedule:

Regular business hours are 6:15 a.m. to 2:45 p.m. Must be available to work extended shifts and weekends.

3. Source Selection and Contract Award

- SCS shall select a minimum of two Agencies to provide temporary staffing services. A lead Agency will be selected to provide all temporary staffing services, as outline in this proposal. In the event the lead Agency in unable to fulfill all the daily requirement for staffing, the secondary Agency shall be contacted and will fill the remaining staffing needs. At all times, the lead Agency shall have first rights to fulfill the daily temporary staffing needs of SCS.
- Award(s), if made, will be made to the Responsive and Responsible proposer(s) whose proposal is most advantageous to SCS, taking into consideration price and the other evaluation criteria set forth in the RFP.
 - General Criteria to be determined “Responsive”
 - Does the proposal include all required information, included completed attachment forms and affidavits?
 - Was the proposal delivered on or before the stated deadline? Did it include the required number of copies (hard & electronic)?
 - General Criteria to be determined “Responsible”
 - Does the Proposer demonstrate an understanding of SCSs needs and proposed approach to the project?
 - Does the Proposer possess the ability, capacity, skill and financial resources to provide the service?
 - Can the Proposer take upon itself the responsibilities set forth in the RFP and produce the required outcomes in a timely fashion?
 - Does the Proposer have the character, integrity, reputation, judgement, experience and efficiency required for the project?
- SCS reserves the right to enter into discussions with Proposers which have submitted proposals determined to be reasonably like 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.
- SCS reserves the right to negotiate price and contract terms and conditions with the most qualified proposer(s) to provide the requested service. If a mutually beneficial agreement with the highest ranked firm is not reached, SCS reserves the right to enter into contract negotiations with the next highest ranked proposer and continue this process until an agreement is reached.
- Upon mutual agreement by both parties, SCS shall grant the right to extend the terms, conditions and prices of contract(s) awarded from this RFP to other Institutions (such as State, Local and/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/services. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

4. Schedule of Events

RFP Issued	January 2, 2018
Questions DEADLINE	January 16, 2018
RFP Submission DEADLINE	January 23, 2018 @ 10:00 a.m.

5. Instructions for Proposal

5.1. Required Forms

- Proposer must complete and submit the Attachments in Section 6 and the Evaluation Guide. Attachments may be omitted depending on the RFP requirements. Refer to the Table of Contents for omitted Attachments.
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License. For all vendors with annual purchases in excess of \$50,000; a business license must be on file with the SCS Finance Department.
- Copy of State of Tennessee License (if applicable) in respective field.
- If applicable, the Proposer must include a copy of the contract(s) the Proposer will submit to be signed.

5.2. New Vendors

- 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 SCS Finance Department. It is a mandatory requirement to complete the IRS Form W-9 (Attachment 6.9) included in this RFP.
- To comply with the Tennessee Lawful Employment Act (50-1-702 and 50-1-703), non-employees (individuals paid directly by the employer in exchange for the individual's labor or services) must have on file one (1) of the following documents:
 - A valid Tennessee driver's license or photo identification;
 - A valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee;
 - A birth certificate issued by a U.S. state, jurisdiction or territory;
 - A U.S. government issued certified birth certificate;
 - A valid, unexpired U.S. passport;
 - A U.S. certificate of birth abroad (DS-1350 or FS-545)
 - A report of birth abroad of a U.S. citizen (FS-240);
 - A certificate of citizenship (N560 or N561);
 - A certificate of naturalization (N550, N570 or N578);
 - A U.S citizen identification card (I-197 or I-179); or
 - Valid alien registration documentation or other 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).

5.3. Acknowledgement of Insurance Requirements

By submitting a proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. The Proposer will have employees, contractors or agents working on SCS properties with SCS equipment. The Proposer must carry current certificates for the following:

- Commercial General Liability Insurance with a general aggregate limit of at least Two Million Dollars (\$2,000,000); at least One Million Dollars (\$1,000,000) personal and advertising injury limit; at least One Million Dollars (\$1,000,000) premises and operations limit; at least One Million Dollars (\$1,000,000) each occurrence limit;
- Workers' Compensation Insurance as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

There will be no exceptions to the insurance requirement. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Proposers proposal.

5.4. Clarification and Interpretation of RFP

The words "must" and "shall" in the RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be considered grounds for rejection. There are other requirements that SCS considers important but not mandatory. It is important to respond in a concise manner to each section and submit an itemized list of all exceptions.

5.5. Proposal Package

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

**"20180123-BOE TEMPORARY STAFFING SERVICES"
DO NOT OPEN**

All sealed proposals packages must include all the following. Any sealed proposals are subject to rejection as non-conforming if any applicable item is not included.

- One (1) Complete Original
- Two (2) additional copies of the Original
- One (1) electronic format (CD/USB Drive)
- Original Signature on Original Proposal. NO copied or digital signatures.

The outside of the proposal package must be labeled with the following information:

- Name of Company and Principal Owner
- Business License Number
- Expiration Date

ATTACHMENT 6.1 – Contact Information

Company Legal Name: _____

Company Official Address: _____

Company Web Site (URL): _____

Contact Person for project administration:

Name: _____

Address: _____

Phone Number: _____ (office)

_____ (mobile)

Email Address: _____



Attn: Purchasing Supervisor
 1500 Airport Road
 Gallatin, TN 37066

**ATTACHMENT 6.2 – Bid Form/Certification
 20180123-BOE Temporary Staffing Services**

Date _____

I, _____, a duly authorized representative of
 _____ hereby submit our bid for **20180123-BOE Temporary Staffing Services** in accordance with the specifications and instructions set forth in these bid documents.

	TERM 1 March – October 2018	TERM 2 March – October 2019	TERM 3 March – October 2020
Percentage Markup on Hourly Wage			

*The vendor must disclose if the Percentage Markup on Hourly Wage is inclusive of all expenses (tax, insurance, background checks, drug screening, etc.) as outlined in the RFP.

**Any additional fees must be disclosed on a separate page attached to the Bid Form. SCS shall not pay any invoice that includes fees not disclosed as part of this RFP. Additional services requested by SCS, outside the scope of this RFP, are excluded.

The following example **must** be completed:

1 Employee
 Wage = \$10.00/hour
 Hours Worked = 40
 *Includes all expenses (markup, tax, insurance, background checks, drug testing, etc.) as outlined in the RFP.

Total Billable Expense to SCS for 1 Employee = \$ _____

**The example will not be used in the award of the RFP.*

Authorized Signature _____

Printed Name _____

Title _____

Vendor Legal Name _____

Address _____

(street)

(city, state, zip)

20180123-BOE TEMPORARY STAFFING SERVICE			
EVALUATION GUIDE			
PROPOSER LEGAL ENTITY NAME			
The Proposer must address ALL section items and provide, in sequence, the information and documentation as required. A Proposal Evaluation Team, made up of three or more SCS employees, will independently evaluate and score the proposal's responses.			
Pass / Fail Criteria			
*A proposal that fails any one of these criteria will be deemed non-responsive and rejected.			
	The Proposal was delivered to SCS no later than the deadline specified in the RFP.		
	The Proposer did not submit alternate proposals.		
	Provide completed Attachment Forms (6.1 thru 6.9 and Evaluation Guide)		
	Provide a Statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest, and if so, the nature of the conflict.		
Proposal Page # (to be completed by Proposer)	Description	Points Available	Points Awarded (Max = 100)
Qualifications & Experience			
	Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, address and telephone number of the person SCS should contact regarding the proposal	5	
	Provide a Statement of whether there is any pending litigation against the Proposer and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.	5	
	Provide a Statement of whether, in the past ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	10	
	Indicate how long the Proposer has been performing the services required by the RFP.	5	
	Provide customer references from three (3) current contracts with clients of similar size and service.	5	
Proposed Approach			
	Describe the Proposer's management plan to assimilate the contract within their organizational structure and manage the account.	10	
	Describe the Proposer's plan to meet the requirements set forth in the RFP to include a point-by-point response to Sections B – I listed in the Scope of Work.	30	
	Provide a Statement indicating the Proposer's ability to meet the insurance requirements.	5	
Percentage Markup on Hourly Wage (calculation based on Term 1)			
N/A	Lowest Percent Offered = (% Factor) x Max Offer being Evaluated = Points Awarded	25	
TOTAL AWARDED POINTS			

ATTACHMENT 6.3 – References

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

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 6.4 – Certification Regarding Debarment or Suspension

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

- 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;
- 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
- Are not presently indicated 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 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 bid 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 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 Participating 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 6.5 – Condition of Submitting Proposal

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

- It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.
- All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the Sumner County Board of Education (SCS) will rely on such statements, information and representations in selecting the successful proposer(s).
- That the prices quoted shall be SCSs pricing for the products and/or service.
- It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- Proposer acknowledges that the contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by SCS, in its sole discretion.
- All purchase orders must be duly authorized and executed by SCS and subject to the terms and conditions of the RFP.

By checking this box, Proposer agrees that SCS reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/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 the goods/services. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

VENDOR LEGAL NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ADDRESS: _____

PHONE: _____ (office)

_____ (mobile)

EMAIL: _____

ATTACHMENT 6.6 – Statement of Non-Collusion

The undersigned affirms that they are duly 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: _____ (office)

_____ (mobile)

Respondent Signature: _____

Respondent (Print Name & Title): _____

Authorized Company Official (Print Name): _____

ATTACHMENT 6.7 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY 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.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor.

ATTACHMENT 6.8 – Drug Free Workplace Affidavit

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 Board of Education 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.

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 pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state and any local government to provide contracted services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113 and all applicable 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 6.9 – W9

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	--	--

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.											
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">[] [] [] - [] [] - [] [] [] []</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">[] [] - [] [] [] [] [] [] [] []</td> <td></td> </tr> </table>	Social security number		[] [] [] - [] [] - [] [] [] []		or		Employer identification number		[] [] - [] [] [] [] [] [] [] []	
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Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) 	<ul style="list-style-type: none"> • Form 1096 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you: <ol style="list-style-type: none"> 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.
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**ATTACHMENT 6.10 – Standard Terms & Conditions
SUMNER COUNTY BOARD OF EDUCATION (SCS)**

1. PREPARATION AND SUBMISSION OF BID.

- a. Failure to examine any drawings, specifications, or instructions will be at the bidder's risk.
- b. **BID SUBMITTAL / SIGNATURE:** Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the bid number. The person signing the bid must show his title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the institution. Bids must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the W9. Facsimile responses will not be considered.
- c. SCS 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.
- d. All bids that exceed \$25,000 must have the Company Name, License Number, Expiration Date thereof and License Classification of Contractor listed on the outside of the sealed envelope. As required by State of Tennessee Code Annotated 62-6-119.
- e. Bids are to be received in the location designated on the bid no later than the specified date and time. Late bids will NOT be opened or considered.
- f. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.
- g. **Specifications:** Reference to available specifications shall be sufficient to make the terms of the specifications binding on the bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder 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 bid. Bidders are required to notify SCS RFQ Coordinator whenever specifications/procedures are not perceived to be fair and open. The articles on which the bids are submitted must be equal or superior to that specified. **Informative and Descriptive Literature:** The bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.
- h. **Samples:** Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request within ten (10) days of bid opening, be returned at the bidder's expense. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.
- i. **Time of Performance:** The number of calendar days in which delivery is to be made after receipt of order shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.
- j. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination.
- k. New materials and supplies must be delivered unless otherwise specifically stated in the bid.
- l. Alternate/multiple bids will not be considered unless specifically called for in the bid.
- m. Only bids submitted on bid forms furnished by SCS will be considered.
- n. By signing this bid where indicated, the bidder agrees to strictly abide by all local, state and federal statutes and regulations. The bidder further certifies that this bid is made without collusion or fraud.
- o. **Failure to Bid/Error in Bid.** In case of error in the extension of prices in the bid, the unit price will govern. Late bids will NOT be opened or considered. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered. No bid shall be altered, amended or withdrawn after opening. After bid opening, a bidder may withdraw a bid only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the bid would impose unconscionable hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Bid withdrawals will be considered by SCS only upon written request of the bidder.

2. **OPEN RECORDS.** In order to comply with the provisions of the Tennessee Open Records Act, all bids will be publicly opened and are subject to public inspection after the award upon written request. Bidders may be present at bid opening. Summary information will be posted the SCS website, www.sumnerschools.org, under the Invitation to Bid link.
3. **ACCEPTANCE AND AWARD.** SCS 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 SCS.
 - a. Contracts and purchases will be made with the lowest, responsive, responsible, qualified bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of SCS, cash discount offered and the delivery terms will be taken into consideration.
 - b. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
 - c. Prices quoted on the response (if any) are to be considered firm and binding until the said equipment, supplies or services are in the possession of SCS.
 - d. SCS reserves the right to order more or less than the quantity listed in the bid.
 - e. If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the Institution shall have ninety (90) days to accept.
 - f. In accordance with SCS policy, no purchase or contract is authorized or valid until the issuance of a SCS Purchase Order which shall be mailed or otherwise furnished to the successful bidder. No SCS employee is authorized to purchase equipment, supplies or services prior to the issuance of such a Purchase order.
 - g. The contract may not be assigned without written SCS consent.
 - h. If the appropriate space is marked on the bid, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as SCS.
 - i. The awarded bidder will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by State of Tennessee Code Annotated 12-4-201.
 - j. If the project cost is in excess of \$25,000 a performance bond must be secured by the requesting party in an amount equal to the market improvement value.
4. **PAYMENTS.** Payment terms must be specified in the bid response, including any discounts for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP are inspected and approved as conforming by persons appointed by SCS.
5. **DEFAULT OF SELECTED VENDOR.** In case of vendor default, SCS may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If a successful bidder violates any terms of their bid, the contract, school board policy or any law they may be disqualified from bidding for a period of two (2) years for minor violations or longer for major violations. Bids from disqualified bidders will not be accepted during the period of disqualification.
6. **INSPECTION OF PURCHASES.** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. SCS shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires SCS to use nonconforming materials, an appropriate reduction in payment may be made.
7. **TAXES.** SCS is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to, or performing repair work on real property for SCS are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by SCS for use under the contract.
8. **NONDISCRIMINATION.** SCS is an equal opportunity employer. SCS and 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 or business because of race, religion, creed, color, sex, age, disability, veteran status or national origin. In the event that any claims should arise with regards to violations of any such local, state or federal law, statues, rule or regulations, the vendor will indemnify and hold SCS harmless for any damages, including court costs or attorney fees, which might be incurred.

- 9. PROHIBITIONS/NO VENDOR CONTRACT FORM/TENNESSEE LAW.** Acceptance of gifts from vendors is prohibited. TCA §12-3-106. The contract documents for purchase under this bid request shall consist of the successful bidder's bid and SCSs purchase order. **The bidder may request exceptions to terms and conditions and/or request SCS to accept other terms and conditions by means of subsequent documents such as invoices, warranty agreements, license agreements, etc. All subsequent document shall be open to revision for impermissible language. SCS reserves the right to render the bid unresponsive and subject the bid to rejection if successful terms cannot be negotiated. The contract shall be governed by Tennessee law.**
- 10. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS.** Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.
- 11. SALES AND USE TAX.** Before the Purchase Order/Contract resulting from this RFQ is signed, the apparent successful bidder must be registered with the Department of Revenue for the collection of Tennessee sales and use tax.
- 12. ASSIGNMENT.** Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.
- 13. LIABILITIES.** The vendor shall indemnify SCS against liability for any suits, actions or claims of any character arising from or relating to the performance under this agreement by the vendor or its subcontractors. SCS has no obligation for the payment of any judgement or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.
- 14. APPLICABLE LAW.** Any contract shall be interpreted under the laws and statutes of the State of Tennessee. SCS does not enter into contracts which provide for mediation or arbitration. Any action arising from any contract made from this RFP shall be brought in the state courts in Sumner County, TN 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.
- 15. FUNDS.** The Proposer understands and accepts the non-appropriation of funds provision of SCS.
- 16. DATA PRIVACY AND SECURITY.** Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, 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 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 the SSAE 16 standard, and shall undertake any audits and risk assessments Vendor deems necessary to maintain compliance with SSAE16. If PI provided by SCS to Vendor is subject to FERPA. Vendor agrees that in its handling of FERPA data it will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or re-disclosure of PI covered by FERPA may, under certain circumstances, result in Vendor's exclusion from eligibility to contract with SCS for at least five (5) years. Vendor shall provide SCS with the name and contact information for an employee of Vendor who shall serve as SCS's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week 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 immediately mitigate or resolve any Security Incident, at Vendor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse SCS for actual costs incurred by SCS 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.
- 17. IRAN DIVESTMENT ACT.** By submission of this bid, each bidder and each person signing on behalf of any bidder certified, 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 TCA 12-12-106.

ATTACHMENT 6.11 – Vendor Checklist

Vendor Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection

1. Submission of Proposal

- On-Time Submittal
 - Deadline is listed in Section 4 – Schedule of Events
 - Late Proposals will be IMMEDIATELY DISQUALIFIED
- A Proposer may not submit alternate proposals unless requested.
- Tax not included in cost proposal.
- Clearly marked outside of envelope/package.
 - Bid Number and “DO NOT OPEN”
 - Vendor Name, License Number, Expiration Date & License Classification (if applicable)
 - Other License data as required in Section 5.6 – Proposal Package
- No erasures on proposal documents.

Correct Format:

- One (1) Complete Original (*Section 5.6 & Attachment 6.2*)
- Two (2) Additional copies of the Original (*Section 5.6*)
- One (1) Electronic format copy - CD/USB Drive (*Section 5.6*)
- Original Signature on Original Proposal. NO copied or digital signatures (*Section 5.6 & Attachment 6.2*)

2. Required Forms

- Evidence of Business License (*Section 5.1*)
- Completed “Contact Information” form (*Attachment 6.1*)
- Signed and dated “Bid Form/Certification” form (*Attachment 6.2*)
- Complete “Reference” form (*Attachment 6.3*)
 - Must meet the criteria established in Section 5.8 – Evaluation of Proposals.
- Signed and dated “Certification Regarding Debarment or Suspension” form (*Attachment 6.4*)
- Signed and dated “Condition of Submitting Proposal” form (*Attachment 6.5*)
- Signed and dated “Statement of Non-Collusion” form (*Attachment 6.6*)
- Signed and dated “Attestation Re Personnel” form (*Attachment 6.7*)
- Signed, dated and notarized “Drug Free Workplace Affidavit” form (*Attachment 6.8*)
- Signed and dated “IRS Form W-9” form (*Attachment 6.9*)

***This checklist does not represent a complete list of, or replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.**

****Notations on proposals that materials submitted be kept confidential will not be honored. All bid documents and contracts become public record.**