

REQUEST FOR PROPOSAL (RFP)

NUMBER: **20190502-02-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: **HVAC Water Treatment Service**



Purchasing Staff Contact:

Chris Harrison	Janice Wright
Purchasing Supervisor	Purchasing Coordinator
615-451-6560	615-451-6569
chris.harrison@sumnerschools.org	janice.wright@sumnerschools.org

Release Date: April 11, 2019	Proposal Due Date: May 2, 2019 @ 10:30 a.m. Local Time
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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: **20190502-02-BOE HVAC Water Treatment Service**

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 **20190502-02-BOE HVAC Water Treatment Service**.

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1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals to treat and maintain the water in cooling and heating units.

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 SCSs only official point of contact for this RFP.

RFP Procedures	RFP Specifications
Chris Harrison Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066 chris.harrison@sumnerschools.org	Bruce Atkins Maintenance Department 1500 Airport Road Gallatin, TN 37066 bruce.atkins@sumnerschools.org

2. Requirements

2.1. Contract Term

It is the intention of SCS to award a contract for a one-year term beginning July 1, 2019 thru June 30, 2020. SCS reserves the right to extend the contract for an additional four (4) one-year terms subject to agreement between both parties and approval by the SCS Board at its' regular stated meeting. SCS shall accept a request for price increase no lather sixty (60) days prior to the current term's expiration date.

2.2. Scope of Work / Specifications

Listed below are the specifications for the "total coverage" water treatment program.

COOLING TOWER CONTROL

A solid chemical treatment program for all tower systems shall provide corrosion, scale/deposit, and microbiological control.

A. Scale and Corrosion Control

Provide solid chemical treatment that includes phosphonates for scale and corrosion control, dispersants and crystal modifiers for scale and deposit control, and tolyltriazole for copper corrosion control.

All cooling towers will be modified in order to utilize solid treatment technology. The use of the required feeder boards and installation shall be included in the contract price. The feeder boards shall remain the property of the water treatment contractor and any maintenance required during the contract period shall also be included. The existing chemical feed pumps should be adequate to administer the solid treatment program. If new pumps are required, they shall be included in the contract price.

The chemical feedrate should supply the following parameters:

Total active phosphonate	2 - 4 ppm
Total active dispersant/crystal modifier	2 - 6 ppm
Tolyltriazole	0.5 - 1 ppm

B. Microbiological Control

Must meet all EPA and State of Tennessee standards with reference to concentrations in bleed-off water from system in which it is applied and must be labeled to meet all EPA requirements.

Personal safety is of major importance and the biocide program shall be automated on all cooling tower systems.

All cooling towers shall be modified to utilize a solid biocide program. The use of the required feeder boards, pumps, and installation shall be included in the contract price. The feed equipment shall remain the property of the water treatment contractor and any maintenance required during the contract period shall also be included.

The automated solid biocide program shall use an oxidizing microbiocide to provide biological control.

The water treatment supplier must have the capability of testing for biological contamination and control. The supplier must also have the capability of running *Legionella* tests as required.

C. Bleedoff Control

Cycles of concentration are to be maintained within a range of 4.0 to 5.0 wherever possible.

D. Conductivity Control and Chemical Feed Equipment

All existing conductivity controllers and chemical feed pumps to be used unless deemed unrepairable.

The use of the required solid feeder boards for the cooling towers and installation shall be included in the contract price. The feeder boards shall remain the property of the water treatment contractor and any maintenance required during the contract period shall also be included.

The contract agreement for “total coverage” shall include any equipment necessary to control/meter/inject into system(s) to be treated. Any required installation of such control/metering/injecting equipment and all materials for such installation shall be provided by the Contractor under “total coverage” price per contract agreement. The control/metering/injecting equipment shall remain the property of the Contractor, who is responsible for the cost of maintenance and upkeep of said equipment.

Repairs or maintenance required on the systems themselves (cooling towers, heat exchangers, etc.) shall be done by School System maintenance personnel. Water treatment company shall notify School System of any required maintenance noticed during the service visits. (ex. Float adjustments, make up valves, pop off valves, etc.)

CLOSED LOOP AND GEOTHERMAL WATER SYSTEMS

A. Corrosion Control

Provide a treatment program that uses nitrite/borate as the primary corrosion inhibitor with tolyltriazole for copper protection.

The sodium nitrite level must be maintained within 800 to 1500 ppm control range, with tolyltriazole present at 5 to 50 ppm. pH should be maintained in the range of 8.0 – 11.0.

Should a loop become contaminated with bacteria, provide biocide dosage until control is maintained.

Record water meter readings on systems equipped with makeup water meters and calculate water usage.

PULSED ELECTROMAGNETIC FIELD SYSTEMS

Monthly service visits shall be provided for these systems. Service of these systems shall consist of testing the water and recording the data as outlined by the manufacturer. All control parameters as outlined by the manufacturer shall be followed.

REQUIRED SUPERVISORY SERVICES**A. Service Frequency**

Closed loops and geothermal systems will be serviced on a quarterly basis once treated to specifications. Cooling towers will be serviced monthly when in operation.

B. Services provided during each service call

- Conduct chemical tests on each system (treatment residuals, conductivity, etc.)
- Maintain treatment inventory, deliver treatment products to point of use, and add to systems as required.
- Check, calibrate and clean conductivity control and chemical feed equipment as required. Inspect equipment for cleanliness and proper operation.
- Provide service reports in electronic format listing test results
- Provide a method to store technical data and service reports in an electronic format for easy and efficient access by Sumner County school personnel.

C. Other Services

- Training seminars provided on location as often as need arises.
- Deposit analysis and Total Bacteria counts as required to maintain clean heat exchange equipment.

QUALIFICATIONS

- Primary business activity is water treatment and must have been in business for a minimum of five years with water treatment as primary business activity and live within 50 miles.
- Must have laboratory facility capable of running typical water and deposit analysis, corrosion coupon studies, and bacteria analysis.
- Must have at least one full time staff member who has a college degree in chemistry or a related technical degree whose primary function is technical support.
- Primary service representative must have at least 1-year experience in field service.
- Must have at least one back-up service representative who meets the same criteria as the primary representative.
- Service representatives must have State of Tennessee Pesticide Certification in Microbial Control.
- Provide resume for primary and back up representative as well as technical support staff with bid response.
- Provide copies of Tennessee Pesticide Certification cards for primary and back up representatives.

	LOCATION	TYPE OF SYSTEM
1	BEECH ELEMENTARY 3120 LONG HOLLOW PIKE HENDERSONVILLE, TN 37075	COOLING TOWER COMMON CLOSED LOOP
2	BEECH HIGH 3126 LONG HOLLOW PIKE HENDERSONVILLE, TN 37075	COOLING TOWER COMMON CLOSED LOOP *PULSED ELECTROMAGNETIC FIELD SYSTEM
3	T.W. HUNTER MIDDLE 3101 NEW HOPE ROAD HENDERSONVILLE, TN 37075	GEO THERMAL
4	MADISON CREEK ELEMENTARY 1040 MADISON CREEK ROAD HENDERSONVILLE, TN 37075	COOLING TOWER COMMON CLOSED LOOP
5	ELLIS MIDDLE 100 INDIAN LAKE ROAD HENDERSONVILLE, TN 37075	CLOSED LOOP HOT LOOP
6	NANNIE BERRY ELEMENTARY 138 INDIAN LAKE ROAD HENDERSONVILLE, TN 37075	GEO THERMAL
7	INDIAN LAKE ELEMENTARY 505 INDIAN LAKE ROAD HENDERSONVILLE, TN 37075	COOLING TOWER COMMON CLOSED LOOP
8	HENDERSONVILLE HIGH 123 CHEROKEE ROAD HENDERSONVILLE, TN 37075	COOLING TOWER COMMON CLOSED LOOP *PULSED ELECTROMAGNETIC FIELD SYSTEM
9	LAKESIDE PARK ELEMENTARY 204 DOLPHUS DRIVE HENDERSONVILLE, TN 37075	COOLING TOWER COMMON CLOSED LOOP
10	HAWKINS MIDDLE 487-A WALTON FERRY ROAD HENDERSONVILLE, TN 37075	COOLING TOWER CLOSED LOOP
11	WALTON FERRY ELEMENTARY 732 WALTON FERRY ROAD HENDERSONVILLE, TN 37075	COOLING TOWER BOILER CHILLED LOOP
12	GEORGE WHITTEN ELEMENTARY 140 SCOTCH STREET HENDERSONVILLE, TN 37075	COOLING TOWER (Open) CHILLED LOOP HOT LOOP
13	MERROL HYDE MAGNET 128 TOWNSHIP DRIVE HENDERSONVILLE, TN 37075	HOT LOOP CHILLED LOOP
14	KNOX DOSS MIDDLE @ DRAKES CREEK 1338 DRAKES CREEK ROAD HENDERSONVILLE, TN 37075	GEO THERMAL
15	BURRUS ELEMENTARY @ DRAKES CREEK 1336 DRAKES CREEK ROAD HENDERSONVILLE, TN 37075	GEO THERMAL
16	JACK ANDERSON ELEMENTARY 250 SHUTES LANE HENDERSONVILLE, TN 37075	COOLING TOWER COMMON CLOSED LOOP *PULSED ELECTROMAGNETIC FIELD SYSTEM

17	STATION CAMP ELEMENTARY 1020 BISON TRAIL GALLATIN, TN 37066	GEOTHERMAL
18	STATION CAMP HIGH 1040 BISON TRAIL GALLATIN, TN 37066	GEOTHERMAL
19	STATION CAMP MIDDLE 281 BIG STATION CAMP BLVD. GALLATIN, TN 37066	GEOTHERMAL
20	GUILD ELEMENTARY 1018 SOUTH WATER AVENUE GALLATIN, TN 37066	COOLING TOWER COMMON CLOSED LOOP
21	GALLATIN HIGH 700 DAN P. HERRON DRIVE GALLATIN, TN 37066	GEOTHERMAL *PULSED ELECTROMAGNETIC FIELD SYSTEM
22	RUCKER STEWART MIDDLE 350 HANCOCK STREET GALLATIN, TN 37066	CHILLED LOOP HOT LOOP
23	VENA STUART ELEMENTARY 780 HART STREET GALLATIN, TN 37066	COOLING TOWER COMMON CLOSED LOOP
24	CENTRAL OFFICE ADMINISTRATION 695 EAST MAIN STREET GALLATIN, TN 37066	GEOTHERMAL
25	BENNY BILLS ELEMENTARY 1030 UNION SCHOOL ROAD GALLATIN, TN 37066	GEOTHERMAL
26	SHAFER MIDDLE 240 ALBERT GALLATIN BLVD. GALLATIN, TN 37066	COOLING TOWER COMMON CLOSED LOOP
28	BETHPAGE ELEMENTARY 420 OLD HIGHWAY 31 BETHPAGE, TN 37022	COOLING TOWER COMMON CLOSED LOOP
29	WESTMORELAND ELEMENTARY 4178 HAWKINS DRIVE WESTMORELAND, TN 37186	GEOTHERMAL
30	WESTMORELAND HIGH 4300 HAWKINS DRIVE WESTMORELAND, TN 37186	GEOTHERMAL
31	WESTMORELAND MIDDLE 4128 HAWKINS DRIVE WESTMORELAND, TN 37186	COOLING TOWER COMMON CLOSED LOOP
33	WATT HARDISON ELEMENTARY 300 GIBSON STREET PORTLAND, TN 37148	COOLING TOWER COMMON CLOSED LOOP
34	PORTLAND GATEVIEW ELEMENTARY 1098 GATEVIEW DRIVE PORTLAND, TN 37148	GEOTHERMAL

35	PORTLAND HIGH 600 COLLEGE STREET PORTLAND, TN 37148	GEOHERMAL
36	PORTLAND WEST MIDDLE 110 NOLAN PRIVATE DRIVE PORTLAND, TN 37148	GEOHERMAL
37	WHITE HOUSE HIGH 508 TYREE SPRINGS ROAD WHITE HOUSE, TN 37188	CHILLED LOOP HOT LOOP
38	WHITE HOUSE HIGH ANNEX 111 MEADOWS ROAD WHITE HOUSE, TN 37188	COOLING TOWER COMMON CLOSED LOOP
39	H.B. WILLIAMS ELEMENTARY 115 S. PALMER CHAPEL ROAD WHITE HOUSE, TN 37188	GEOHERMAL
40	WHITE HOUSE MIDDLE 2020 HWY 31W WHITE HOUSE, TN 37188	GEOHERMAL
41	MILLERSVILLE ELEMENTARY 1248 LOUISVILLE HIGHWAY GOODLETTSVILLE, TN 37072	COOLING TOWER COMMON CLOSED LOOP

3. Source Selection and Contract Award

- 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 lowest responsive and responsible Proposer is not reached, SCS reserves the right to enter into contract negotiations with the next lowest 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	April 11, 2019
Questions DEADLINE	April 25, 2019
RFP Submission DEADLINE	May 2, 2019 @ 10:30 a.m.

5. Instructions for Proposal

5.1. Required Forms

- Proposer must complete and submit the Attachments in Section 6. 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 Sumner County Business License must be on file with the SCS Finance Department. Evidence of the license must be provided within ten (10) working days following notification of award; otherwise, SCS may rescind its acceptance of the Proposer's proposal.
- 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 who may have employees, contractors, subcontractors or agents working on SCS properties shall carry current certificates for general and professional liability insurance and for workers' compensation as indicated below. The owner or Principal of each Proposer must also be insured by workers' compensation if they perform any of the services on SCS properties. 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.

- **General Liability**

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- **Workers Compensation**

Workers Compensation	Tennessee Statutory Limits
Employer's Liability	\$500,000

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:

"20190502-02-BOE HVAC Water Treatment Service"
DO NOT OPEN

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

- One (1) Complete Original
- One (1) electronic format (CD/USB Drive)
- Original Signature on Original Proposal. NO copied or digital signatures.

- Compensation/Price Data
 - Address all costs associated with performance of the contracted services.
- Past Performance and References
 - Provided a minimum of three (3) client references for similar projects in size and scope successfully completed by Proposer within the last three (3) years. Attachment 6.3.
 - SCS may also consider other sources of pertinent past performance information, including the districts own experience with the Proposer.

5.8. Request for Clarification of Proposals

Requests for clarification of proposals shall be distributed by the Purchasing Supervisor in writing (or email).

5.9. Protests

In the event that any interested party finds any part of the listed specifications, terms or conditions to be discrepant, incomplete or otherwise questionable in any respect; it shall be the responsibility of the concerned party to notify the SCS Purchasing Office of such matters immediately upon receipt of the RFP. All notifications must be sent to the Purchasing Supervisor via email at purchasing@sumnerschools.org.

Any actual or prospective Proposer who is aggrieved in connection with the RFP or award of a contract may protest to the Purchasing Supervisor and/or the Sumner County Board of Education at its regularly scheduled meeting.

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
20190502-02-BOE HVAC Water Treatment Service

Date _____

\$	Monthly Payment
\$	Annual Amount
\$	Cost of five (5) gallons of solution to recharge drained loop (5 gal. of solution per 500 gal. of water)

Name & Address of Laboratory	
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Authorized Signature _____

Title _____

Printed Name _____

Vendor Legal Name _____

Address _____

(street)

(city, state, zip)

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: <i>(or Social Security Number)</i>	

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, T.C.A. § 12-3-309.

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.
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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.	<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;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="width:25px; height: 20px;"></td> <td style="text-align: center;">-</td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> <tr> <td colspan="10" 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;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="width:25px; height: 20px;"></td> <td style="text-align: center;">-</td> <td style="width:25px; height: 20px;"></td> </tr> </table>	Social security number		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table>					-		-					or										Employer identification number		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> <td style="width:25px; height: 20px;"></td> </tr> </table>					-		-					
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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.																																								

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:

- 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)

- 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 What is backup withholding? on page 2.

By signing the filled-out form, you:

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 *What is FATCA reporting?* on page 2 for further information.

**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 proposer's risk. Any deviation from the stated terms, conditions and specifications must be coordinated with and approved in writing by the SCS Purchasing Supervisor.
- b. RFP SUBMITTAL / SIGNATURE: Proposal shall give the full name and business address of the bidder. If the proposer is a corporation, the name shall be stated as it is in the corporate charter. Proposals must be signed in ink by the proposer's authorized agent. Unsigned proposals will be rejected. Proposals are to be sealed and the outside of the envelope is to reference the RFP number. The person signing the proposal must show their title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Proposer understands that by submitting a proposal with an authorized signature, it shall constitute an offer to SCS. Proposals 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. Electronic submissions via email, fax, etc. shall not be accepted.
- 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 proposers must be in compliance with T.C.A. § 62-6-119 at the time of proposal submission and provide evidence of compliance with the applicable provisions of the chapter before such proposal may be considered.
- e. Proposals are to be received in the location designated in the RFP no later than the specified date and time. Late submissions 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 the proposal.
- g. 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 SCSs 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. Informative and Descriptive Literature: The proposer must show brand or trade names of the articles proposed, when applicable. It shall be the responsibility of the proposer, including proposer's whose product is referenced, to furnish with the proposer 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 proposer.
- h. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon proposer's request within ten (10) 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.
- 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 RFP 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 RFP. Proposal 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 RFP.
- l. Alternate/multiple bids will not be considered unless specifically called for in the RFP.
- m. Only proposals submitted on RFP forms furnished by SCS will be considered.
- n. By signing this RFP where indicated, the proposer agrees to strictly abide by all local, state and federal statutes and regulations. The proposer further certifies that this proposer is made without collusion or fraud.
- o. Error in Proposal. In case of error in the extension of prices in the proposal, the unit price will govern. Late submissions will NOT be opened or considered. Proposers are cautioned to verify their proposals before submission, as amendments received after the ITB deadline will not be considered. No proposals shall be altered, amended or withdrawn after opening. After proposal opening, a proposer may withdraw a proposal only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the proposal would impose unconscionable hardship due to an error in the proposal resulting in a quotation substantially below the other proposals received. Proposal withdrawals will be considered only upon written request of the proposer.

2. **OPEN RECORDS.** In order to comply with the provisions of the Tennessee Open Records Act, all proposals will be publicly opened and are subject to public inspection after the award upon written request. Proposers may be present at ITB 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 proposals and to waive any informality in proposals and, unless otherwise specified by the proposer to accept any item in the proposal. Action to reject all proposals shall be taken for unreasonably high prices, errors in the proposal 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 proposer. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, 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 proposal.
 - e. If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that SCS shall have ninety (90) days to accept.
 - f. No purchase or contract is authorized or valid until the issuance of a SCS purchase order in accordance with SCS policy. 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 ITB, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as SCS.
 - i. The awarded proposer 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 T.C.A. §12-4-201.
 - j. If the project cost is in excess of \$25,000 a performance bond must be secured by the requesting part in an amount equal to the market improvement value.
4. **PAYMENT.** Payment terms must be specified in the proposal, 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 the awarded vendor violates any terms of their response, the contract, SCS 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.
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 the state 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 including, but not limited to employees or applicants for employment and/or students, 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.** Acceptance of gifts from vendors is prohibited. T.C.A. §12-4-106. The contract documents for purchase under this RFP shall consist of the successful proposer's bid and SCS's purchase order. **The proposer 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 proposal unresponsive and subject the proposal to rejection if successful terms cannot be negotiated.**
- 10. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS.** Tennessee Public Chapter No. 878 of 2006, T.C.A. §12-3-309, 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 RFP/RFQ is signed, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax as required by T.C.A. §12-3-306.
- 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, T.C.A. §12-4-101.
- 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 proposal, each proposer and each person signing on behalf of any proposer certified, 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 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.
 - RFP 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 proposal documents and contracts become public record.**