

REQUEST FOR PROPOSAL (RFP)

NUMBER: **20210602-04-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: **Fire Alarm Testing**



Purchasing Staff Contact:

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Purchasing Supervisor	Purchasing Coordinator
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Release Date: May 20, 2021	Proposal Due Date: June 2, 2021 @
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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 in a timely manner.

RFP Number: **20210602-04-BOE Fire Alarm Testing**

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 **20210602-04-BOE Fire Alarm Testing**

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1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for test of the District's fire alarm systems as specified herein.

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
Chris Harrison Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066 chris.harrison@sumnerschools.org

2. Requirements

2.1. Scope of Work / Specifications

SECTION I

QUALIFICATIONS AND REQUIREMENTS FOR BIDDERS

Company must furnish at least one (1) reference where Fire Alarm inspection and testing agreements of like size are in effect.

All lead service personnel shall be qualified and experienced (minimum of three (3) years) in the inspection, testing and maintenance of Fire Alarm control panels and all peripheral equipment.

All personnel provided as a result of this contract award must be direct employees of the awarded contractor. The Sumner County Board of Education will not allow for utilization of temporary personnel or day laborers to service this contract.

SECTION II

SCOPE OF WORK

Fire Alarm System Testing and Inspection

- All testing, cleaning, and inspections shall be performed by properly trained, full-time permanent employees of the Vendor. The employees shall be under the control and direct responsibility of the contractor.
- All Vendor employees shall wear a visible identification badge while on Sumner County Board of Education premises.
- All Vendor employees shall adhere to the building rules and regulations (i.e. no hat, no smoking, parking, etc.)
- The Vendor shall provide all vehicles, tools, test instruments, personal protection equipment, and any other equipment necessary.
- The Vendor shall provide all ladders up to 12' height. The Sumner County Board of Education will provide an adequate lift, on-site testing of devices that cannot be reached from a 12' ladder, such as auditorium or gymnasium duct mounted smoke detectors.
- Test and inspections shall be scheduled in advance, and at the Sumner County Board of Education's convenience. A schedule shall be provided to the Sumner County Board of Education on a regular basis.
- The Sumner County Board of Education will be responsible for providing access to all areas to be inspected, whether with a key, or with personnel.
- The Maintenance Electronic Staff will be the point of contact, while testing in the building.
- The Vendor shall comply with all permits, and license requirements of Sumner County.

Testing of Control Panel(s) and Annunciators

- Verify proper operation of all control panel functions (ground faults, supervisory circuit operation, and auxiliary control functions such as door release and fan shutdown). If installed, conduct same tests from remote annunciators. Document test results on inspection form.
- Inspect and clean interior of control and annunciator panel and exterior of all panel cabinets. Remove dust and dirt from all circuit boards and power supplies, amplifiers, chargers, and relays. Visually inspect all circuit boards for signs of excessive heat buildup or fatigue. Check power supply, amplifier, and annunciator output voltages. Document test results and observation on inspection report.
- Check all control panel and annunciator indicator lights or LEDs. Document results on inspection report.
- Remove all fuses and verify proper rating. Replace as necessary.
- Verify operation of audible and visible trouble signals. Verify operation of panel trouble signals and panel ring-back feature for systems using a trouble silencing switch which requires resetting. Document test results on inspection report.
- On systems equipped with zone disconnect or isolating switches, verify that each switch performs its intended function and a trouble signal is received when a zone is disconnected. Document test results on inspection form.
- On systems equipped with a ground detection feature, verify that ground fault indication is given whenever any installation conductor is grounded. Document test results on inspection report.
- On systems equipped with a digital alarm communicator transmitter or other means of transmitting alarm and trouble signals off-site, actuate and appropriate initiating device or trouble circuit and verify that the appropriate signal is received off-site.
- On systems equipped with sealed lead acid standby batteries, perform the following tasks:
 - Disconnect A.C. power and check open circuit voltage
 - Measure standby current
 - Measure battery voltage under full load including operating all signaling devices for five (5) minutes with battery charger disconnect
 - Document all test results on inspection report
 - Verify that all signaling devices operate properly under battery power
 - Clean all connections
 - Check battery charger for proper operation
 - Inform owner in writing if batteries fail the test

Testing of Devices

In accordance with NFPA 72, chapter 7, and manufacturer's recommended procedures, peripheral devices shall be functionally testing in the following manner:

- **Smoke Detectors**: shall be functionally tested using a smoke generator, punk stick or other method acceptable to the manufacturer. Any canned aerosol smoke that leaves an oily residue shall not be used for testing of smoke detectors because of the danger of fouling. Magnet testing does not satisfy a proper functional test of smoke detectors and shall not be used for functional testing. No device that uses open flame or acid smoke shall be used to test smoke detectors.
- **Heat Detectors**: (both rate of rise and fixed temperature) shall be tested with a device that administers an accurate and controlled temperature heat source. A device that uses an open flame shall not be used to test a heat detector.
- **Manual Pull Stations**: shall be activated to verify operation, the electrical contacts shall be inspected for integrity, and the device shall be inspected to ensure a secure mounting.

- **Audible and Visible Signaling Devices**: shall be tested at least once during the inspection process to ensure proper operating and volume levels. After which, each initiating device shall be tested silently for minimal disturbance.
- **Beam Detectors**: shall be tested by introducing smoke, other aerosol, or a manufacturer approved optical filter into the beam path.
- **Duct Detectors**: per manufacturer's recommended test methods, detector alarm response shall be verified through the end sampling port on each pipe run; airflow through all other ports shall be verified as well.
- **Automatic Fire Sprinkler**: An annual electrical test shall be performed. No water will be flowed.

Elevator Equipment

The testing and inspection of devices within the elevator shaft will be accomplished in partnership with the Sumner County Board of Education. The Sumner County Board of Education will provide personnel dedicated to the testing of elevator shafts.

Asbestos Area Testing

The testing and inspection of devices within areas that are restricted due to asbestos will be accomplished in partnership with the Sumner County Board of Education. The Sumner County Board of Education will provide personnel and equipment dedicated to testing of areas with asbestos.

Documentation

Documentation must be printed on a form adequate for all fire alarm control panel testing and contain:

- The location of each device tested, including system address or zone location.
- Test results and applicable voltage readings.
- Any discrepancies found shall be noted individually and on a separate summary page.
- Signed inspection documentation shall be provided to the Sumner County Board of Education Maintenance Department, and a signed copy shall be placed in each building's Fire Alarm Manual.

Damage Repair

Vendor shall correct, repair, or replace any inspection related damage which is caused by vendor, within 10 calendar days, depending upon parts availability. All costs, both material and labor, are the responsibility of the vendor. Existing fire alarm system deficiencies are excluded from this requirement.

New Systems

New facilities, remodeled facilities, or the replacement of complete systems that occur during the term of the agreement, will be priced using device counts provide by the Sumner County Board of Education and added to the total contract price if required.

Device Counts

The pricing for this agreement is based on device counts provided by the Sumner County Board of Education. The Vendor accepts a 10% deviation in counts to the advantage of either the Sumner County Board of Education or the Vendor

SECTION III**Building Sites, System brands, and Device quantities**

See attached sheet for site locations and system information. Actual device counts may vary.

Proposal Preparation and Submission Requirements

To enable the Sumner County Board of Education to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below. The Sumner County Board of Education reserves the right to reject submittals that do not follow the requested format listed below.

- A. Management Summary: include a management summary which provides an overview of proposed services.
- B. Vendor Profile: provide a vendor profile to include
 1. An overview of the company
 2. The length of time the Vendor has been in business
 3. An outline of the Vendor's background and overall qualifications
 4. Provide a minimum of three client references, including complete addresses and telephone numbers and contact person
- C. Provide a total cost for the entire project. Successful vendor will furnish a cost breakdown, per School, for accounting purposes.

The contract term shall be July 1, 2021 – June 30, 2022. SCS reserves the right to extend this contract for up to four (4), one-year extensions subject to updated pricing from vendor and Board approval.

2.2. Standard Contractor Obligations

- Shall provide and obtain all necessary materials, equipment and labor to perform all items listed in the Scope of Work.
- Shall provide and obtain all necessary permits and schedule all necessary inspections with Local, County, etc. agencies as required by law.
- Shall dispose of all generated waste materials in compliance with all Local, State and Federal guidelines, regulations and requirements.
- Shall have property trained and experienced staff to facilitate the services specified in the Scope of Work. If applicable, the Contractor shall provide documentation that staff has received the manufacturers' certification to complete the services specified in the Statement of Work.

DEVICE COUNTS

Facility	Address	CITY	ZIP	Fire Alarm MFG	Model #	Add. Hardwire	Sprinkled	Voice Panel	Pull Stations	Ceiling SD	Duct SD	Signals
Beech Elem.	3120 Long Hollow Pike	Hendersonville	37075	FCI	FC-72	no	yes	no	1	17	6	29
Beech High	3126 Long Hollow Pike	Hendersonville	37075	Edwards	6500	no	yes	no	45	40	0	60
Beech High Annex	3126 Long Hollow Pike	Hendersonville	37075	Edwards	6500	no	no	no	13	10	6	19
Benny Bills Elem.	1030 Union School Rd	Gallatin	37066	Gamewell	610	yes	yes	yes	31	42	27	127
Bethpage Elem.	420 Old Hwy 31E	Bethpage	37022	Edwards	Quickstart	yes	yes	no	8	16	9	26
Clyde Riggs Elem.	211 Fountain Head Rd	Portland	37148	Cerberus	PXL	no	no	no	3	36	1	20
E.B. Wilson - Night High School	102 Indian Lake Rd	Hendersonville	37075	Simplex	4208	no	yes	no	15	11	0	21
Ellis Middle	100 Indian Lake Rd	Hendersonville	37075	FCI	7200	yes	yes	yes	16	50	4	46
Gallatin High	700 Dan Herron Dr	Gallatin	37066	Gamewell	610	yes	yes	yes	60	96	65	167
Gene Brown Elem.	115 Gail Dr	Hendersonville	37075	Cerberus	PSL	no	no	no	1	46	0	24
George Whitten Elem.	140 Scotch St	Hendersonville	37075	Simplex	4204	no	no	no	7	10	0	15
Guild Elem.	1018 South Water St	Gallatin	37076	FCI	7100	yes	no	no	1	2	0	4
Guild Elem.	1019 South Water St	Gallatin	37076	Simplex	4002	no	no	no	7	10	2	24
H.B. Williams Elem.	115 South Palmer Chapel Rd	White House	37188	Gamewell	610	yes	yes	yes	30	43	28	128
Hawkins Middle	487A Walton Ferry Rd	Hendersonville	37075	FCI	FC-72	no	yes	no	1	38	5	32
Hendersonville High	123 Cherokee Rd	Hendersonville	37075	Edwards	Quickstart	yes	yes	yes	1	41	40	80
Howard Elem.	805 Long Hollow Pike	Gallatin	37066	Edwards	6500	no	yes	no	17	13	2	41
Indian Lake Elem.	505 Indian Lake Rd	Hendersonville	37075	Edwards	Quickstart	yes	yes	yes	9	109	12	32
J.W. Wiseman Elem.	922 South Broadway	Portland	37148	Edwards	EST 2	yes	no	no	19	13	4	50
Jack Anderson Elem.	250 Shute Ln	Hendersonville	37075	Notifier	AFP400	yes	yes	yes	34	40	12	60
Knox Doss Middle @ Drakes Creek	1338 Drakes Creek Rd	Hendersonville	37075	Gamewell	IF602	yes	yes	yes	84	66	45	175
Lakeside Park Elem.	204 Dolphus Dr	Hendersonville	37075	Notifier	AP100	yes	no	no	8	15	5	30
Madison Creek Elem.	1040 Madison Creek Rd	Goodlettsville	37072	Notifier	AFP400	yes	yes	yes	26	35	12	66
Merrol Hyde Magnet	128 Township Dr	Hendersonville	37075	Gamewell	610	yes	yes	yes	32	11	6	31
Millersville Elem.	1248 Louisville Hwy	Goodlettsville	37072	Simplex	4002	no	yes	no	1	11	3	18
Millersville Elem.	1248 Louisville Hwy	Goodlettsville	37072	Edwards	Quickstart	yes	yes	no	2	1	0	2
Nannie Berry Elem.	138 Indian Lake Rd	Hendersonville	37075	Cerberus	PXL	no	no	no	4	55	2	30
North Sumner Elem.	1485 North Sumner Rd	Bethpage	37022	Cerberus	PXL	no	no	no	3	26	0	19
Oakmont Elem.	3323 Highway 76	Cottontown	37048	Cerberus	PXL	no	no	no	6	19	0	15
Portland East Middle	604 South Broadway	Portland	37148	Gamewell	610	yes	yes	yes	41	23	9	89
Portland Gateview Elem.	1098 Gateview Dr	Portland	37148	Gamewell	IF602	yes	yes	yes	73	47	42	130
Portland High	600 College St	Portland	37148	Notifier	APF400	yes	yes	yes	62	88	19	129
Portland West Middle	110 Nolan Private Dr	Portland	37148	Gamewell	IF602	yes	yes	yes	84	63	43	175
R.T. Fisher Alternative School	455 North Boyers St	Gallatin	37066	Edwards	Quickstart	yes	no	no	11	33	0	19
Rucker Stewart Middle	350 Hancock St	Gallatin	37066	Notifier	AFP200	yes	yes	no	2	33	10	40
Shafer Middle	240 Albert Gallatin Rd	Gallatin	37066	Notifier	AFP400	yes	yes	yes	35	35	16	80
Station Camp Elem.	1020 Bison Tr	Gallatin	37066	FCI	7100	yes	yes	yes	12	131	19	89
Station Camp High	1040 Bison Tr	Gallatin	37066	Gamewell	610	yes	yes	yes	26	175	65	125
Station Camp Middle	281 Big Station Camp Blvd	Gallatin	37066	Edwards	EST 2	yes	no	yes	16	92	36	69
T.W. Hunter Middle	2101 New Hope Rd	Hendersonville	37075	FCI	7100	yes	no	yes	15	94	31	68
Union Elementary	516 Carson St	Gallatin	37066	FCI	FC-72	no	no	no	11	31	0	22
Vena Stuart Elem.	780 Hart St	Gallatin	37066	Notifier	AFP400	yes	yes	yes	32	42	9	68
Walton Ferry Elem.	732 Walton Ferry Rd	Hendersonville	37075	Simplex	4208	no	no	no	7	8	10	10
Walton Ferry Elem.	732 Walton Ferry Rd	Hendersonville	37075	Simplex	4004	no	no	no	2	2	0	1
Watt Hardison Elem.	300 Gibson St	Portland	37148	Edwards	6616	no	no	no	10	4	1	17
Westmoreland Elem.	4178 Hawkins Dr	Westmoreland	37186	Gamewell	IF602	yes	yes	yes	73	49	46	130
Westmoreland High	4300 Hawkins Dr	Westmoreland	37186	Gamewell	610	yes	yes	yes	56	114	83	143
Westmoreland Middle	4128 Hawkins Dr	Westmoreland	37186	Faraday	XVI	no	yes	no	12	11	11	32
Westmoreland Middle	4128 Hawkins Dr	Westmoreland	37186	Firelight	MS9200	yes	no	no	18	5	0	17
White House High	508 Tyree Springs Rd	White House	37188	Edwards	IRC-3	yes	yes	no	28	28	18	33
White House High	508 Tyree Springs Rd	White House	37188	FBI	TS-12	no	no	no	9	6	1	7
White House High Annex	508 Tyree Springs Rd	White House	37188	Gamewell	610	yes	yes	yes	14	119	21	48
White House Middle	2020 Highway 31W	White House	37188	Gamewell	610	yes	yes	yes	87	57	41	131
Williams Burrus Elementary	1336 Drakes Creek Rd	Hendersonville	37075									

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.
- 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.
- Contractors awarded construction projects for the improvement of real property will be required to provide the following:
 - Signed AIA Document
 - Retainage Account Agreement & Evidence of Open Account (per Tenn. Code Ann. § 66-34-104)
 - Payment and Performance Bonds
 - Certificate of Liability Insurance
 - Sumner County Business License
 - Current Copy of W9

4. Schedule of Events

RFP Issued	May 20, 2021
RFP Submission DEADLINE	June 2, 2021 @ 11:30 am Local Time

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:

"20210602-04-BOE Fire Alarm Testing"
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.

5.7. Evaluation of Proposals

The SCS Purchasing Supervisor will first examine the proposals to reject those that are clearly non-responsive to the stated requirements. Proposers who are determined to be non-responsive and/or non-responsible will be notified of this determination.

The evaluation process will include the following factors:

- Company Experience and Qualifications
 - The nature and scope of the Proposers business.
 - The number of years the Proposer has been licensed to do business.
 - The number of years the Proposer has been providing the requested services.
 - How many similarly sized or larger K-12 clients have you contract with?
- 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

Date _____

SEE ATTACHED PAGE

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/service. 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.

By Signing below, Proposer certifies they have 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.

Authorized Signature _____

Title _____

Printed Name _____

Vendor Legal Name _____

	SCHOOL	CITY	SITE LABOR DAYS	PRICE
1	Beech Elementary	Hendersonville		
2	Beech High	Hendersonville		
3	Beech High Annex	Hendersonville		
4	Benny Bills Elementary	Gallatin		
5	Bethpage Elementary	Bethpage		
6	Clyde Riggs Elementary	Portland		
7	E.B. Wilson Night School	Gallatin		
8	Ellis Middle	Hendersonville		
9	Gallatin High	Gallatin		
10	Gene Brown Elementary	Hendersonville		
11	George Whitten Elementary	Hendersonville		
12	Guild Elementary	Gallatin		
13	H.B. Williams Elementary	White House		
14	Hawkins Middle	Hendersonville		
15	Hendersonville High	Hendersonville		
16	Howard Elementary	Gallatin		
17	Indian Lake Elementary	Hendersonville		
18	J.W. Wiseman Elementary	Portland		
19	Jack Anderson Elementary	Hendersonville		
20	Knox Doss Middle @ Drakes Creek	Hendersonville		
21	Lakeside Park Elementary	Hendersonville		
22	Madison Creek Elementary	Goodlettsville		
23	Merrol Hyde Magnet	Hendersonville		
24	Millersville Elementary	Goodlettsville		
25	Nannie Berry Elementary	Hendersonville		
26	North Sumner Elementary	Bethpage		
27	Oakmont Elementary	Cottontown		
28	Portland East Middle	Portland		
29	Portland Gateview Elementary	Portland		
30	Portland High	Portland		
31	Portland West Middle	Portland		
32	R.T. Fisher Alternative School	Gallatin		
33	Rucker Stewart Middle	Gallatin		
34	Shafer Middle	Gallatin		
35	Station Camp Elementary	Gallatin		
36	Station Camp High	Gallatin		
37	Station Camp Middle	Gallatin		
38	T.W. Hunter Middle	Hendersonville		
39	Union Elementary	Gallatin		
40	Vena Stuart Elementary	Gallatin		
41	Walton Ferry Elementary	Hendersonville		
42	Watt Hardison Elementary	Portland		
43	Westmoreland Elementary	Westmoreland		
44	Westmoreland High	Westmoreland		
45	Westmoreland Middle	Westmoreland		
46	White House High	White House		
47	White House High Annex	White House		
48	White House Middle	White House		
49	William Burrus Elementary	Hendersonville		
			GRAND TOTAL	

ATTACHMENT 6.3 – References

1. Project Name/Location: _____
Agency/Department: _____
Date of Project: _____ Dollar Value: _____
Project Manager/Contact: _____
Phone: _____ Email: _____

2. Project Name/Location: _____
Agency/Department: _____
Date of Project: _____ Dollar Value: _____
Project Manager/Contact: _____
Phone: _____ Email: _____

3. Project Name/Location: _____
Agency/Department: _____
Date of Project: _____ Dollar Value: _____
Project Manager/Contact: _____
Phone: _____ Email: _____

4. Project Name/Location: _____
Agency/Department: _____
Date of Project: _____ Dollar Value: _____
Project Manager/Contact: _____
Phone: _____ Email: _____

**Proposers may copy this page and submit additional references.*

ATTACHMENT 6.4 – Certification of Non-Collusion & Debarment or Suspension

The undersigned Proposer certifies 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.

The undersigned Proposer 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.

Company: _____

Respondent Signature: _____

Respondent (Print Name & Title): _____

Date: _____

ATTACHMENT 6.5 – 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 6.6 – 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 6.7 – W9

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	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.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: 8px;">Social security number</td> </tr> <tr> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> </tr> <tr> <td colspan="6" style="text-align: center; font-size: 8px;">or</td> </tr> <tr> <td colspan="6" style="text-align: center; font-size: 8px;">Employer identification number</td> </tr> <tr> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> </tr> </table>	Social security number		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table>							-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table>					-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table>							or						Employer identification number						<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table>							-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> </tr> </table>							-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; 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	<table style="width:100%;"> <tr> <td style="width:60%; border-bottom: 1px solid black;"> Signature of U.S. person ▶ </td> <td style="width:40%; border-bottom: 1px solid black;"> Date ▶ </td> </tr> </table>	Signature of U.S. person ▶	Date ▶
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 1098 (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 6.8 – 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/ITB 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/ITB 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/ITB. 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/ITB 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 SCS's 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/ITB 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/ITB 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/ITB 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/ITB. 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/ITB.
- l. Alternate/multiple bids will not be considered unless specifically called for in the RFP/ITB.
- m. Only proposals submitted on RFP/ITB forms furnished by SCS will be considered.
- n. By signing this RFP/ITB where indicated, the proposer agrees to strictly abide by all applicable 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 RFP/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 RFP/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 RFP/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.
 - k. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of **Public Chapter No. 587 / Senate Bill No. 2048** (Employee Background Check). The Bidder further agrees to submit a formal certification thereof prior to commencing work.
- 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/ITB 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**, if applicable, 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, statutes, 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/ITB 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 documents 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/ITB 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/ITB 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.
- 18. COMPLIANCE WITH CONDUCT STANDARDS.** Contractors shall be fully responsible for the conduct of its employees, subcontractors, representatives and agents. Loud or offensive music, language or behavior is unacceptable. Tobacco use of any type and vaping is prohibited on SCS property. Contact or interaction with staff or students is not allowed excepted between designated representatives of SCS and Contractor.

ATTACHMENT 6.9 – 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*)
- ___ 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 of Non-Collusion & Debarment or Suspension” form (*Attachment 6.4*)
- ___ Signed and dated “Attestation Re Personnel” form (*Attachment 6.5*)
- ___ Signed, dated and notarized “Drug Free Workplace Affidavit” form (*Attachment 6.6*)
- ___ Signed and dated “IRS Form W-9” form (*Attachment 6.7*)

***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.**