

# REQUEST FOR QUALIFICATIONS (RFQ)

NUMBER: **20230111**

## 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.*

RFQ Title: **Ed. D Cohort**



### Purchasing Staff Contact:

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Release Date: December 22, 2022

Proposal Due Date: January 11, 2022 @ 10:00 am Local Time

*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.*

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1. Introduction/Overview

1.1. Contact Information

Unauthorized contact regarding this RFQ 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 RFQ to the Purchasing Supervisor, who is SCSs only official point of contact for this RFQ.

RFQ Procedures	RFQ Scope of Work
Chris Harrison Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066 <a href="mailto:chris.harrison@sumnerschools.org">chris.harrison@sumnerschools.org</a>	Scott Langford Chief Academic Officer 695 East Main Street Gallatin, TN 37066 <a href="mailto:robert.langford@sumnerschools.org">robert.langford@sumnerschools.org</a>

1.2. Background

The Sumner County Board of Education, hereinafter “SCS,” is located north of Nashville, stretching from Davidson County’s northern border to the Kentucky state line. Sumner County covers 530 square miles, including all or part of eight cities. SCS consists of forty-seven (47) schools and maintains a student population of 30,000+ students and 4,000 employees.

2. Scope of Work

The Sumner County Board of Education (SCS) is requesting sealed statements of qualifications to establish a cohort program for Ed. D. The Proposer is to include a descriptive of their Ed. D. program which may include brochures or other printed materials. The Proposer must include sufficient information to address the items listed below.

Key components of Ed. D. program:

- An option for an in-person or online cohort.
- Ed. D. program focuses on leadership development and strategic planning.
- Culminating dissertation work is done in collaborative teams.
- A minimum percentage discount for Sumner County candidates accepted into the program.

Required Qualifications:

- Accredited by regional accrediting agency
- Program is approved by the Tennessee State Board of Education

### 3. Source Selection and Contract Award

- The proposals will be evaluated by a "Selection Committee" that includes representatives of the SCS Instruction Department staff. Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous, taking into consideration the evaluation factors set forth below. Each submittal will be ranked on a 1 to 10 scale for each of the evaluation criteria and multiplied by the weight factor. The scores on each factor will then be added to create the total score. The maximum score is 100. The proposal is to include a discount offered off the tuition cost.

WEIGHT	CRITERION	STANDARD
4	Scope / Approach	Is there a clear understanding of the desired outcomes?
6	Experience	What specific applicable experience does the proposer possess? Overall, how qualified is the proposer to perform the specific elements of the scope of work?

- Based upon the evaluation of the written proposals, the highest-ranking proposer may be requested to participate in an in-person interview. If multiple interviews are conducted, they will be subsequently ranked in order of ability to perform the work as demonstrated through the personal interviews.
- SCS reserves the right to (1) reject any and all responses, (2) waive informalities in a response and (3) select a proposer who has submitted a fully responsive Statement of Qualifications and who is determined by SCS to be a professional, qualified firm to be in the best interest of SCS.

### 4. Schedule of Events

<b>RFQ Issued</b>	December 29, 2022
<b>RFQ Submission DEADLINE</b>	January 11, 2023 @ 10:00 am Local Time

### 5. Instructions for Proposal

#### 5.1. 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 RFQ.
- 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).

5.2. 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

5.3. Proposal Package

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

**“20230111 Ed. D Cohort”  
DO NOT OPEN**

All sealed proposal 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) digital copy of the original



ATTACHMENT 6.1 – 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 6.2 – 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/RFQ/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//RFQ/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/RFQ/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/RFQ/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/RFQ/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/RFQ/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/RFQ/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/RFQ/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/RFQ/ITB.
- l. Alternate/multiple bids will not be considered unless specifically called for in the RFP/RFQ/ITB.
- m. Only proposals submitted on RFP/RFQ/ITB forms furnished by SCS will be considered.
- n. By signing this RFP/RFQ/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/RFQ/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//RFQ/ITB opening. Summary information will be posted the SCS website, [www.sumnerschools.org](http://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. If, during the performance of this contract, the cost of materials increases, through no fault of the contractor, the price of materials shall be equitably adjusted by an amount reasonably necessary to cover any such increase in the cost of materials. The contractor shall provide evidence of the cost increase prior to its' implementation. Annual or Multi-Year Contracts ONLY. Any increase in cost must be approved by SCS.
  - e. SCS reserves the right to order more or less than the quantity listed in the proposal.
  - f. 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.
  - g. 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.
  - h. The contract may not be assigned without written SCS consent.
  - i. If the appropriate space is marked on the RFP/RFQ/ITB, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as SCS.
  - j. 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](#).
  - k. 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.
  - l. 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/RFQ/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, 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/RFQ/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/RFQ/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/RFQ/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 6.3 – Vendor Checklist

**Vendor Checklist for Prevention of Common RFQ 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.

\_\_\_ Clearly marked outside of envelope/package.

- RFQ Number and “DO NOT OPEN”
- Vendor Name, License Number, Expiration Date & License Classification (if applicable)
- Other License data as required in Section 5.5 – Proposal Package

\_\_\_ No erasures on proposal documents.

Correct Format:

\_\_\_ One (1) Complete Original plus digital copy(*Section 5.3*)

**2. Required Forms**

\_\_\_ Signed and dated “Attestation Re Personnel” form (*Attachment 6.1*)

**\*This checklist does not represent a complete list of, or replacement for, the mandatory requirements listed in the RFQ. 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.**