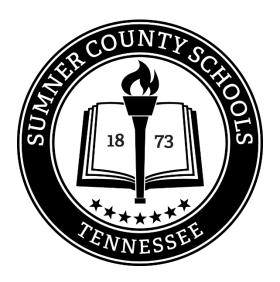
REQUEST FOR PROPOSAL (RFP)

NUMBER: 20180411-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: Carpet Installation



Purchasing Staff Contact:

Chris Harrison
Purchasing Supervisor
615-451-6560

chris.harrison@sumnerschools.org

Janice Wright
Purchasing Coordinator
615-451-6569

janice.wright@sumnerschools.org

Release Date: March 25, 2018 | Proposal Due Date: April 11, 2018 @ 10:00 a.m. Local Time

Any altercations 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:	20180411-BOE Carpet Installation
Company Name:	
Mailing Address:	
Phone Number:	
Contact Person:	
Email Address:	
zman / daress.	
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 **20180411-BOE Carpet Installation.**

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1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals to secure unit pricing for the installation of carpet at various locations throughout the district.

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.

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

2. Requirements

2.1. Contract Term

2.1.1.1. It is the intention of SCS to award a contract that will be valid for a term beginning April 17, 2018 and ending June 30, 2019. SCS reserves the right to extend the contract for an additional two, one-year terms: July 1, 2019 – June 30, 2020 and July 1, 2020 – June 30, 2021. SCS shall accept a request for price increase at the beginning of each new contract term. The price increase request must be submitted sixty (60) days prior to the expiration of the contract.

2.2. Scope of Work / Specifications

A. Site Visit

- The Contractor shall field measure and check all areas designated to receive carpet and cove base. Requests for change orders will not be approved for measurement errors by the Contractor.
- 2. The Contractor's project manager will meet with SCS staff, as required, to review progress and provide necessary guidance.

B. General Carpet Removal Requirements

- 1. Remove existing carpet and cove base and dispose of all debris off-site.
- 2. Scrape glue smooth, including glue next to the wall.

C. General Installation Requirements

- 1. Follow the manufacturer's instructions and recommendations for all flooring products and installation materials.
- 2. Install flooring under open-bottom obstructions and under removable flanges and furnishings, into alcoves and closets of each space.
- 3. Install tight against wall, columns and cabinets so the entire floor area is covered with flooring material.
- 4. Cutting shall be done in accordance with the manufacturer's recommendations, using the tools designed for the flooring being installed.
- 5. Edges shall be butted together with the proper pressure to produce the tightest joint possible without distortion.
- 6. Surface Preparation: Carpet
 - a. Use leveling compound, where needed, that is compliant with the glue and carpet manufacturer's recommendations. Smooth areas to uniformity.
 - b. Thoroughly clean the area of all loose debris.
- 7. Surface Preparation: Cove Base
 - a. Area is to be dry and clean, free of dirt, dust, oil, wax or other foreign matter with will interfere with a good bond.

8. Installation: Carpet

- a. Layout and plan the area to be carpeted by preparing a seaming plan. The seaming plan shall reflect a minimal number of seams as possible. SCS must approve the seam plan
- b. Check the plan against the available roll lengths and dye-lot numbers to ensure all rolls are the same dye-lot. Using more than one dye-lot in the same room or open area is not permitted.
- c. Plan seam locations so that no perpendicular seams occur at door openings.
- d. Seams shall run with flow of traffic as best as possible.

- e. Carpet shall be glued directly to the existing floor surface in accordance with the manufacturer's instructions.
- f. All carpet shall be installed with pile-lay in the same direction except when directed by SCS staff.

9. Installation: Cove Base

- a. Cove base shall be installed after the flooring is complete in accordance with the manufacturer's instructions.
- b. Plan seam locations so that no seams end on outside corners.
- c. Check each carton of base for dye-lot numbers to assure there is no mixing of dye-lots during installation.

D. Materials

- 1. Carpet: EF Contract Fiesta II (FST2)
 - a. Includes iLoc Moisture Backing
 - b. SCS shall have the option to choose from the full color line at the proposed price.
 - c. See Attachment "A" for manufacturer's specification sheet.

2. Cove Base: Flexco Base 2000

- a. SCS shall have the option to choose from the full color line at the proposed price.
- b. See Attachment "B-1 and B-2" for manufacturer's specification sheet.

2.3. Standard Contractor Obligations

- 2.3.1.1. Shall provide and obtain all necessary materials, equipment and labor to perform all items listed in the Scope of Work.
- 2.3.1.2. Shall provide and obtain all necessary permits with Local, County, etc. agencies as required by law and as required in the Scope of Work.
- 2.3.1.3. Shall schedule all necessary inspections with Local, County, etc. agencies as required by
- 2.3.1.4. Shall dispose of all generated waste materials in compliance with all Local, State and Federal guidelines, regulations and requirements.
- 2.3.1.5. 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.

ATTACHMENT "A"

Fiesta II





Specifications are based on averages from manufacturing processes and may vary within normal industry tolerances. Components may be changed without notice due to raw material shortages and/or technological advances. Such variances do not affect performance.

FST17

FST16

201 Princeton Blvd. PO Box 1110 Adairsville, GA 30103 (800) 451-1250







ATTACHMENT "B-1"



Submittal specification

1. PRODUCT NAME Base 2000TM Wall Base, 4" Cove

2. COMPANY INFORMATION

Flexco Corporation 1401 East 6th Street Tuscumbia, AL, USA 35674 Phone: (256) 383-7474; (800) 633-3151 Fax: (256) 381-0322; (800) 346-9075

Email: info@flexcofloors.com technical@flexcofloors.com Internet: www.flexcofloors.com

3. PRODUCT DESCRIPTION

ASTM F 1861, Type TP, Group 2, Styles B Thermoplastic Rubber Formulation designed to meet or exceed the above-mentioned standard specification for Resilient Wall Base. Inside and Outside corners are available with a nominal 3" return.



Available in 48" Lengths and 120' Coils

Color Sample:

Attach Color Sample Here

4. TECHNICAL DATA ASTM E 84 (NFPA 255), Flame Spread - Class A ASTM E 648 (NFPA 253), Critical Radiant Flux - Class 1 < .45 W/cm²

ASTM E 662 (NFPA 258), Smoke Generation - Passes < 450 CAN/ULC-S102.2, Surface Burning - FSR 10, SDC 60 ASTM F 1861-Meets or exceeds all requirements including heat & light aging, chemical resistance and dimensional stability

5. LEED INFORMATION

May contribute to LEED® CI and NC credits MR 4, MR 5 and MR 6. For detailed LEED information, see

flexco.ecoscorecard.com

6. INSTALLATION

Maintain the installation area, wall base, and adhesive between 65° F and 85° F for at least 48 hours before installation, during installation, and after the installation. Use only on structurally sound interior wall surfaces such as dry plaster, cured drywall, exterior grade plywood, concrete and masonry that are clean, smooth, dry and structurally sound. All surfaces must be free from moisture, alkali, old adhesive, dust dirt, wax, oil, grease, loose paint or plaster, nonporous wall coverings or paints and other extraneous coatings or materials that could prevent a successful bond. Any rough or uneven surfaces may telegraph through the wall base. Refer to Vinyl Wall Base Installation instructions for detailed information.

7. ADHESIVES

Adhesive for Porous Substrates

1100 Wall Base Adhesive is a premium solvent free Acrylic adhesive with aggressive wet suction grip for all Flexco Wall Base products. Coverages are described on the 1100 Wall Base Adhesive quick spec.

Adhesive for Non-Porous Substrates

Use a premium contact adhesive for installation over all nonporous substrates such as metal, FRP panels, etc.

8. PRODUCT MAINTENANCE

Refer to Flexco Base 2000 Wall Base Maintenance Information for detailed instructions

9. AVAILABILTY AND COST

Products are available through Flexco distributors. Contact Flexco Customer Service or visit www.flexcofloors.com for a list of distributors.

10. LIMITED WARRANTY

Limited Two (2) Year Warranty







Page 1 of 1 | © FLEXCO Corporation, Printed in the U.S.A. | P: (800) 633-3151 E: technical@flexcofloors.com | February 17, 2015

ATTACHMENT "B-2"



Submittal specification

1. PRODUCT NAME Base 2000TM Wall Base, 6" Cove

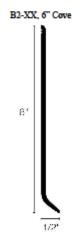
2. COMPANY INFORMATION

Flexco Corporation 1401 East 6th Street Tuscumbia, AL, USA 35674 Phone: (256) 383-7474; (800) 633-3151 Fax: (256) 381-0322; (800) 346-9075

Email: info@flexcofloors.com technical@flexcofloors.com Internet: www.flexcofloors.com

3. PRODUCT DESCRIPTION

ASTM F 1861, Type TP, Group 2, Styles B Thermoplastic Rubber Formulation designed to meet or exceed the above-mentioned standard specification for Resilient Wall Base. Outside corners are available with a nominal 3" return.



Available in 48" Lengths and 120' Coils

Color Sample:



4. TECHNICAL DATA ASTM E 84 (NFPA 255), Flame Spread - Class A ASTM E 648 (NFPA 253), Critical Radiant Flux - Class 1 < .45 W/cm²

ASTM E 662 (NFPA 258), Smoke Generation - Passes < 450 CAN/ULC-S102.2, Surface Burning - FSR 10, SDC 60 ASTM F 1861-Meets or exceeds all requirements including heat & light aging, chemical resistance and dimensional stability

5. LEED INFORMATION

May contribute to LEED® CI and NC credits MR 4, MR 5 and MR 6. For detailed LEED information, see

flexco.ecoscorecard.com

6. INSTALLATION

Maintain the installation area, wall base, and adhesive between 65° F and 85° F for at least 48 hours before installation, during installation, and after the installation. Use only on structurally sound interior wall surfaces such as dry plaster, cured drywall, exterior grade plywood, concrete and masonry that are clean, smooth, dry and structurally sound. All surfaces must be free from moisture, alkali, old adhesive, dust dirt, wax, oil, grease, loose paint or plaster, nonporous wall coverings or paints and other extraneous coatings or materials that could prevent a successful bond. Any rough or uneven surfaces may telegraph through the wall base. Refer to Vinyl Wall Base Installation instructions for detailed information.

7. ADHESIVES

Adhesive for Porous Substrates

1100 Wall Base Adhesive is a premium solvent free Acrylic adhesive with aggressive wet suction grip for all Flexco Wall Base products. Coverages are described on the 1100 Wall Base Adhesive quick spec.

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Use a premium contact adhesive for installation over all nonporous substrates such as metal, FRP panels, etc.

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Limited Two (2) Year Warranty







Page 1 of 1 | © FLEXCO Corporation, Printed in the U.S.A. | P: (800) 633-3151 E: technical@flexcofloors.com | February 17, 2015

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.
 - o 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 possess the ability, capacity, skill and financial resources to provide the service?
 - Can the Proposer take upon itself the responsibilities set forth in the RFP and produce the required outcomes in a timely fashion?
 - Does the Proposer have the character, integrity, reputation, judgement, experience and efficiency required for the project?
- SCS reserves the right to enter into discussions with Proposers which have submitted proposals determined to be reasonably like of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.
- SCS reserves the right to negotiate price and contract terms and conditions with the most qualified proposer(s) to provide the requested service. If a mutually beneficial agreement with the highest ranked firm is not reached, SCS reserves the right to enter into contract negotiations with the next highest ranked proposer and continue this process until an agreement is reached.
- Upon mutual agreement by both parties, SCS shall grant the right to extend the terms, conditions and prices
 of contract(s) awarded from this RFP to other Institutions (such as State, Local and/or Public Agencies) who
 express an interest in participating in any contract that results from this RFP. Each of the "piggyback"
 Institutions will issue their own purchasing documents for purchase of the goods/services. Proposer agrees
 that SCS shall bear no responsibility or liability for any agreements between Proposer and the other
 Institution(s) who desire to exercise this option.

4. Schedule of Events

RFP Issued	March 26, 2018
Questions DEADLINE	April 4, 2018
RFP Submission DEADLINE	April 11, 2018 @ 10:00 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;
 - o 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;
 - o 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);
 - o 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:

"20180411-BOE Carpet Installation"
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.

The outside of the proposal package must be labeled as follows (if applicable):

- 1. Name of Company and Principal Owner, Business License Number, Expiration Date and License Classification.
- In addition to Item 1, the same is applicable to masonry contractors if the work performed is > \$100,000.
- 3. In addition to Item 1, the same is applicable to HVAC, electrical, plumbing or A/C contractors if the work performed is > \$25,000.
- 4. In addition to Item 1, the same is applicable plus the Department of Environment & Conservation License Number and Classification, applicable to geothermal contractors if the work performed is > \$25,000.
- 5. If the prime contractor performs the masonry portion of the project or any of the above listed contractor skill sets and the work performed is > \$100,000; it must be so designated.
- 6. Only one (1) contractor in each classification listed shall be written on the bid envelope.

5.6. Delivery of Proposals

Sealed proposals will be accepted until <u>April 11, 2018 @ 10:00 a.m. Local Time</u>. Proposals received after that time will be deemed invalid. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions. Proposals will be opened and read aloud. The reading of the bids will begin at <u>10:00 a.m. Local Time</u>.

Due to the nature of deliveries to the SCS Support Services Facility by carriers such as UPS, FedEx and such like; the proposal package will be accepted if the date and time on the delivery confirmation are indicated to be on or before the Proposal Deadline.

Delivery Address: Sumner County Board of Education

Attn: Purchasing Supervisor

1500 Airport Road Gallatin, TN 37066

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
 - o The nature and scope of the Proposers business.
 - o The number of years the Proposer has been licensed to do business.
 - The number of years the Proposer has been providing the requested services.
 - o How many similarly sized or larger K-12 clients have you contract with?
- Compensation/Price Data
 - o Address all costs associated with performance of the contracted services.

- Past Performance and References
 - o 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 admir	nistration:	
Name:		
Address:		
Phone Number:	(office)	
	(mobile)	
Email Address:		



Date _____

Attn: Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066

ATTACHMENT 6.2 – Bid Form/Certification 20180411-BOE Carpet Installation

	Description		Unit Price	UOM
Com	mercial Grade Carpet Installation (labor only)			sq. yd.
Viny	Base Installation (labor only)			linear ft.
Floo	Preparation			sq. yd.
Mov	e & Replace Furniture (as needed)			hour
Mate	erial Cost (Carpet)			sq. yd.
		4 inch		linear ft.
Mate	erial Cost (Cove Base)	6 inch		linear ft.
	Proposer does not propose to subcontract the wo Proposer intends to utilize subcontractors for cert		ne work.	
AUTI	HORIZED SIGNATURE:			
PRIN	TED NAME:	TITLE:		
VENI	OOR LEGAL NAME:			
ADD	RESS:			
100				

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:	

 $^{{\}it *Proposers may copy this page and submit additional references.}$

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;
 - o 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
 - o 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.

varne 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.

contract to c any contract for the good	this box, Proposer agrees that SCS reserves the right to extend the terms, conditions, and other Institutions (such as State, Local and/or Public Agencies) who express an interest in that results from this RFP. Each of the piggyback Institutions will issue their own purchals/services. Proposer agrees that SCS shall bear no responsibility or liability for any agreed the other Institution(s) who desire to exercise this option.	participating in sing documents
VENDOR LEGAL	NAME:	
AUTHORIZED SIG	GNATURE:	
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

	ENTITY NAME:	
FEDERAL EMPLOYER I (or Social Security Numb	IDENTIFICATION NUMBER: ber)	
knowingly utilize the s	services of an illegal immigran	t, certify, warrant and assure that the Contractor shall not t in the performance of this Contract and shall not knowingly ilize the services of an illegal immigrant in the performance of this
utilize the services of a Contract, T.C.A. § 12-3	•	inze the services of an inegal miningrant in the performance of this

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.

COUNTY OF	
The undersigned, principal officer of	
 The undersigned is a principal officer of	
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 <i>Tennessee Code Annotated</i> .	
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 wl 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:	

STATE OF

ATTACHMENT 6.9 - W9

(Rev. December 2014)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Internal	Revenue Service												
	1 Name (as shown	on your income tax re	turn). Name is req	uired on this line; d	o not leave this line blank.								
Print or type See Specific Instructions on page 2.	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: Individual/sole proprietor or							certa	Exemptions (codes apply only to tain entities, not individuals; see tructions on page 3): empt payee code (if any)				
	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 the tax classification of the single-member owner.							Examplian from EATCA reporting					
	☐ Other (see instructions) ►							(Applies to accounts maintained outside the U.S.)					
	5 Address (number, street, and apt. or suite no.) 6 City, state, and ZIP code							Requester's name and address (optional)					
	7 List account num	nber(s) here (optional)											
Par	tl Taxpay	yer Identification	on Number (TIN)									
					ne given on line 1 to av		Social s	ecurity	numb	er			
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident allen, 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</i>													
TIN on page 3.											_		
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for Employer identific							tificati	tion number					
guide	lines on whose nur	mber to enter.						-					
Dar	t II Cortifia	cation											

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 Signature of U.S. person ▶ Here 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/fw9.

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 (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
- 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
- . 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
- 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.

Form W-9 (Rev. 12-2014)

Cat. No. 10231X

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. Facsimile responses will not be considered.
- c. SCS is not responsible for any costs incurred by any vendor pursuant to the RFP. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
- **d.** All 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.
- I. 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 SCSs 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.