

# REQUEST FOR PROPOSAL (RFP)

NUMBER: **20230912**

## 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: **Station Camp High Gym Roof**



### Purchasing Staff Contact:

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Purchasing Supervisor	Purchasing Coordinator
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Release Date: August 24, 2023	Proposal Due Date: September 12, 2023 @ 10:00 am Local Time
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*Any alterations to this document made by the proposer may be grounds for rejection of proposals, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.*

## NOTICE TO PROPOSERS

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

RFP Number: **20230912 Station Camp High Gym Roof**

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 **20230912 Station Camp High Gym Roof**

## TABLE OF CONTENTS

1. Introduction/Overview
  - 1.1. Purpose
  - 1.2. Contact Information
2. Requirements
  - 2.1. Scope of Work/Specifications
  - 2.2. Contactor Obligations
3. Source Selection and Contract Award
4. Schedule of Events
5. Instructions for Proposal
  - 5.1. Required Forms
  - 5.2. New Vendors
  - 5.3. Acknowledgement of Insurance Requirements
  - 5.4. Clarification and Interpretation of RFP
  - 5.5. Proposal Package
  - 5.6. Delivery of Proposals
  - 5.7. Evaluation of Proposals
  - 5.8. Request for Clarification of Proposals
  - 5.9. Protests
6. Attachments
  - 6.1. Contact Information
  - 6.2. Bid Form/Certification
  - 6.3. References
  - 6.4. Certification of Non-Collusion & Debarment or Suspension
  - 6.5. Attestation Re Personnel
  - 6.6. Attestation Non-Boycott of Israel
  - 6.7. Drug Free Workplace Affidavit
  - 6.8. IRS Form W-9  
*\*An online, fillable version can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>*
  - 6.9. Standard Terms & Conditions
  - 6.10. Vendor Checklist

1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for the replacement of the roof on the gymnasium at Station Camp High 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 <a href="mailto:chris.harrison@sumnerschools.org">chris.harrison@sumnerschools.org</a>

## 2. Requirements

### 2.1. Scope of Work / Specifications

Jobsite Location: Station Camp High  
1040 Bison Trail  
Gallatin, TN 37066

MANDATORY Prebid Meeting at Jobsite: September 5, 2023 @ 9:00 am

- I. Install all safety equipment needed to ensure a safe work environment for all individuals working on the roofing project as well as all entering and or exiting the building.
  - II. Cut existing EPDM membrane around the perimeter and around all penetrations to relax the existing system.
  - III. Inspect all existing fasteners and tighten or remove any loose fasteners.
  - IV. Install 50 mil Duro-Tuff white membrane by mechanically attaching with Duro-Last Auger fasteners.
  - V. Flash all penetrations including stacks and curbs with Duro-Last flashings per manufactures specifications.
  - VI. Remove and install new metal drip edge around the entire perimeter of the roof.
  - VII. Install roof track walk pads at the ladder and around the HVAC units.
  - VIII. Clean off and dispose of any debris from the roof and grounds that we created during the project.
  - IX. Schedule a warranty inspection with Duro-Last technical representative and provide a full 20-year NDL warranty at the conclusion.
- A. Membrane Type: Duro-Tuff 50-Mil Membrane (Roll Goods)
    1. Roll Width: 60" (Installed widths may vary)
    2. Membrane Color: White
    3. Attachment Type: Mechanically Fastened
    4. Fasteners: Duro-Last® Auger Fastener
    5. Plates: Duro-Last® Auger Plate
  - B. Existing Roof Type: EPDM
    1. Existing Roof Thickness: 6"
    2. Core Samples: Yes
    3. Attachment Type: Mechanically Fastened
  - C. Deck Type: Cementitious Wood Fiber (Tectum) Deck
  - D. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
  - E. Fasteners, adhesives, and other accessories required for a complete roofing installation.
  - F. Traffic Protection.

### SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

- C. Physical Properties (must meet or exceed):
1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D4434.
  2. Thickness: 50 mil, nominal, in accordance with ASTM D751.
  3. Thickness over Scrim:  $\geq 26$  mil in accordance with ASTM D7635.
  4. Breaking Strength:  $\geq 423$  lbf. (machine direction) and  $\geq 278$  lbf. (cross machine direction) in accordance with ASTM D751 Grab Method.
  5. Elongation at Break:  $\geq 31\%$  (machine direction) and  $\geq 30\%$  (cross machine direction) in accordance with ASTM D751 Grab Method.
  6. Seam Strength:  $\geq 423$  lbf. in accordance with ASTM D751 Grab Method.
  7. Tear Strength:  $\geq 90$  lbf. (machine direction) and  $\geq 143$  lbf. (cross machine direction) in accordance with ASTM D751 Procedure B.
  8. Low Temperature Bend: Pass at  $-40$  °F in accordance with ASTM D2136.
  9. Heat Aging: Pass after being conditioned for 56 days in oven maintained at  $176$  °F in accordance with ASTM D3045.
  10. Accelerated Aging: Pass after 10,000 hours of total test time in accordance with ASTM G155.
  11. Dimensional Stability: Change of 0.20% (machine direction) and 0.10% (cross machine direction) in accordance with ASTM 1204.
  12. Water Absorption:  $< 2.6\%$  at  $158$  °F for 168 hours in accordance with ASTM D570.
  13. Static Puncture Resistance:  $\geq 33$  lbf. in accordance with ASTM D5602.
  14. Dynamic Puncture Resistance:  $\geq 14.7$  ft-lbf. in accordance with ASTM D5635.
- D. Cool Roof Rating Council (CRRC) (Membrane must be listed on the CRRC website):
1. Solar Reflectance (Initial):  $\geq 85\%$
  2. Solar Reflectance (3-Year Aged):  $\geq 73\%$
  3. Thermal Emittance (Initial):  $\geq 89\%$
  4. Thermal Emittance (3-Year Aged):  $\geq 88\%$
  5. Solar Reflectance Index (SRI) (Initial):  $\geq 108\%$
  6. Solar Reflectance Index (SRI) (3-Year Aged):  $\geq 90\%$

## SUBMITTALS

- A. Product data sheets to be used, with the following information included:
1. Preparation instructions and recommendations
  2. Storage and handling requirements and recommendations
  3. Installation methods
  4. Maintenance requirements
- B. Sustainability Documentation:
1. NSF/ ANSI Standard 347 Certificate
  2. Type III product-specific Environmental Product Declaration
- C. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- D. Provide verification samples for each product specified (two samples representing each product, color and finish):
1. 4-inch by 6-inch sample of roofing membrane, of color specified.
  2. 4-inch by 6-inch sample of walkway pad.
  3. Termination bar, fascia bar with cover, drip edge, and gravel stop if to be used.
  4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- E. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.

- F. Manufacturer's warranties.

## **QUALITY ASSURANCE**

- A. Perform work in accordance with manufacturer's installation instructions.
- B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
- C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.
- D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

## **REGULATORY REQUIREMENTS**

- A. Conform to applicable code for roof assembly fire hazard, wind uplift, and cool roof requirements.
- B. Fire Hazard Requirements: Provide membrane roofing materials with the following fire-test- response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
  1. Class A
  2. Fire-test-response standard: Comply with ASTM E108 for application and roof slopes indicated.
  3. Fire-Resistance Ratings: Comply with ASTM E119 for fire-resistance-rated roof assemblies of which roofing system is a part.
  4. Conform to applicable code for roof assembly fire hazard requirements.
- C. Wind Uplift Requirements: Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of ASCE/SEI 7, Minimum Design Loads and Associated Criteria for Buildings and Other Structures.

## **PRE-INSTALLATION MEETING**

- A. Convene meeting not less than one week before starting work of this section.
- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
  1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
  2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
  4. Review structural loading limitations of roof deck during and after roofing.
  5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  6. Review governing regulations and requirements for insurance and certificates if applicable.
  7. Review temporary protection requirements for roofing system during and after installation.
  8. Review roof observation and repair procedures after roofing installation.

**DELIVERY, STORAGE AND HANDLING**

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

**WARRANTY**

- A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.
- B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:
  - 1. Warranty Period: 20 years from date issued by the manufacturer.
  - 2. Must provide adequate or sufficient drainage.
  - 3. Issued direct from and serviced by the roof membrane manufacturer.
  - 4. Transferable for the full term of the warranty.

**PRODUCTS****MANUFACTURER**

- A. Manufacturer: Dura-Last Roofing, Inc., which is located at: 525 Morley Drive, Saginaw, MI 48601. Telephone: 800-248-0280.
- B. All roofing system components to be provided or approved by Dura-Last Roofing, Inc.
- C. Substitutions: Not permitted.

**ROOFING SYSTEM COMPONENTS**

- A. Roofing Membrane:
  - 1. Properties:
    - a. Type: Dura-Tuff 50-Mil Membrane (Roll Goods)
    - b. Roll Width: 60" (Installed widths may vary)
    - c. Membrane Color: White
    - d. Attachment Type: Mechanically Fastened
    - e. Fasteners: Dura-Last® Auger Fastener
    - f. Plates: Dura-Last® Auger Plate



2. Features:
  - a. ASTM D4434, Type III
  - b. Fabric-reinforced, PVC, NSF/ANSI 347 Gold or Platinum Certification, and a product-specific third-party verified Environmental Product Declaration.
  - c. Minimum recycle content 7% post-industrial and 0% post-consumer.
  - d. Recycled at end of life into resilient flooring or concrete expansion joints.
- B. Existing Roof:
  1. Properties:
    - a. Type: EPDM
    - b. Core Samples: Yes
    - c. Attachment Type: Mechanically Fastened
- C. Deck Type:
  1. Properties:
    - a. Type: Cementitious Wood Fiber (Tectum) Deck
- D. Accessory Materials: Provide accessory materials supplied by or approved for use by Dura- Last Roofing, Inc.:
  1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
  2. Prefab Flashings: Manufactured using standard reinforced PVC membrane.
    - a. Dura-Last® Two-Way Air Vent
    - b. Dura-Last® Stack Flashing
    - c. Panduit® Bands
    - d. Dura-Last® Curb Flashing
  3. Fasteners: Factory-coated steel fasteners meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by Dura-Last Roofing, Inc.
    - a. Duro-Last® HD Screw (#14)
    - b. Dura-Last® Auger Fastener
  4. Plates: Metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by Dura-Last Roofing, Inc.
    - a. Dura-Last® Auger Plate
  5. Caulk: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.
    - a. Dura-Caulk® Plus
  6. Vinyl Termination: Supplied by Dura-Last Roofing, Inc.
    - a. Dura-Last® Termination Bar
  7. Metal Termination: Supplied by Dura-Last Roofing, Inc.
    - a. Vinyl Coated Metal Drip Edge
  8. Additional Components: Supplied by Dura-Last Roofing, Inc.
    - a. Roof Trak® III Walkway Pad

## EXECUTION

## EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
  1. Verify that the deck surfaces are dry and free of standing water, ice or snow.
  2. Verify that all roof openings or penetrations through the roof are solidly set.
  3. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.

## PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- D. Re-Roofing Over Existing Single-Ply System:
  1. Remove all loose or high fasteners.
  2. Membrane contaminated with bitumen must be immediately cleaned. If cleaning does not remove the bitumen, the contaminated membrane must be replaced, or covered with both a slip sheet and new membrane.
  3. Blisters, buckles and other surface irregularities must be repaired or removed. If the damage is extensive, an approved rigid board insulation or a cover board must be installed.
  4. When the system is smooth or granular-surfaced, any approved slip sheet, insulation or cover board may be used to provide separation of the roof system and new membrane. Dura-Guard fan folds may be used if the surface is pea gravel or crushed stone which is  $\frac{1}{4}$  to  $\frac{3}{8}$  inch in size and has been leveled and maintained at 4 psf. For larger rock/gravel, utilize an approved rigid insulation or cover board.
  5. If rock/gravel surfacing is removed, an approved fan fold, rigid insulation or cover board must be used. If embedded rock/gravel remains that protrudes out of the deck more than  $\frac{1}{4}$  inch, do not use fan fold board. Instead, use an approved cover board or rigid insulation.
  6. When installing polystyrene insulation over coal tar pitch or asphalt-based roof systems, a slip sheet must be used between the insulation and existing roof.

## INSTALLATION

- A. Roofing Membrane:
  1. General Requirements
    - a. Install membrane in accordance with the roof manufacturer's requirements.
    - b. Cut membrane to fit neatly around all penetrations and roof projections.
  2. Dura-Tuff 50-Mil Membrane (Roll Goods)
    - a. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
    - b. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
    - c. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns in accordance with the roof manufacturer's requirements.
- B. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
- C. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.
- D. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
  1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
    - a. Do not apply flashing over existing thru-wall flashings or weep holes.
    - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.

- c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
    - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
  2. Penetrations:
    - a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
    - b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
    - c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
  3. Pipe Clusters and Unusual Shapes:
    - a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
    - b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
    - c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.
- E. Roof Drains: Coordinate installation of roof drains and vents.
  1. Drain Assemblies with Clamping Rings:
    - a. Remove existing roofing system materials from drain bowl and clamping ring.
    - b. The membrane must extend beyond the inside of the clamping ring.
    - c. Use a manufacturer supplied or approved sealant (1/2 tube minimum) between the membrane and drain bowl assembly.
    - d. After the membrane is properly installed onto the bowl and the clamping ring set in place, all bolts securing the ring must be installed to provide constant, even compression on the sealant. If bolts are broken or missing, replacements must be installed.
  2. Drain Boots:
    - a. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
    - b. Use a manufacturer supplied or approved sealant (1/2 tube minimum) to the outside of the drain boot and insert it into the drain.
    - c. Fasten membrane around the perimeter of the drain with the same fastening pattern as the field membrane, no less than 1 fastener per drain.
    - d. Install a pair of composite drain rings (CDRs) to compress the boot to the pipe. Ensure the CDR openings face in opposite directions.
    - e. Secure the manufacturer's drain guard over the opening by heat welding the attachment tabs to the roof membrane.
- F. Edge Details:
  1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
  2. Join individual sections in accordance with the membrane manufacturer's requirements.
  3. Coordinate installation of metal flashing and counter flashing.
  4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies.

## G. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
2. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
3. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

## H. Water Cut-Offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

**FIELD QUALITY CONTROL**

- A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

**PROTECTION**

- A. Protect installed roofing products from construction operations until completion of project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed

## 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.

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

<b>RFP Issued</b>	August 24, 2023
<b>RFP Submission DEADLINE</b>	September 12, 2023

## 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:

**"20230912 Station Camp High Gym Roof"**  
**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
- Original Signature on Original Proposal. NO copied or digital signatures.

The outside of the proposal package must be labeled as follows (if applicable) per **T.C.A § 62-6-119**:

1. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract;
2. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000);
3. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000);

4. For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000);
5. Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and
6. Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope.

Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered.

#### 5.6. Delivery of Proposals

Sealed proposals will be accepted until **September 12, 2023 @ 10:00 am Local Time** 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. SCS shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions. Proposals will be opened and read aloud. The reading of the bids will begin at **10:00 am Local Time**.

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
  - 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](mailto: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 \_\_\_\_\_

**TOTAL PROJECT COST** \_\_\_\_\_

By checking this box, the Proposer certifies that a representative of the Proposer attended the Mandatory Pre-Bid Meeting.

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 \_\_\_\_\_

**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 in accordance with 2 CFR 200.213 and 2 CFR 180;
- 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 not more than 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 – Attestation Non-Boycott of Israel**

The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 6.7 – 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 6.8 – W9

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

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 <b>one</b> 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) ▶ _____ <b>Note.</b> 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)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																																							
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;"><b>Social security number</b></td> </tr> <tr> <td style="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> <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> <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="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; 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<b>Note.</b> 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.																																																																							

<b>Part II Certification</b>			
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.			
<b>Certification instructions.</b> 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.			
<b>Sign Here</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Signature of U.S. person ▶</td> <td style="width:30%;">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](http://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 6.9 – 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 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/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](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/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/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/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. NON-BOYCOTT OF ISRAEL.** The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by T.C.A. § 12-4-119.
- 19. 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 6.10 – 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 5.5 – Proposal Package
- No erasures on proposal documents.

#### Correct Format:

- One (1) Complete Original (*Section 5.5 & Attachment 6.2*)
- Original Signature on Original Proposal. NO copied or digital signatures (*Section 5.5 & 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.**