

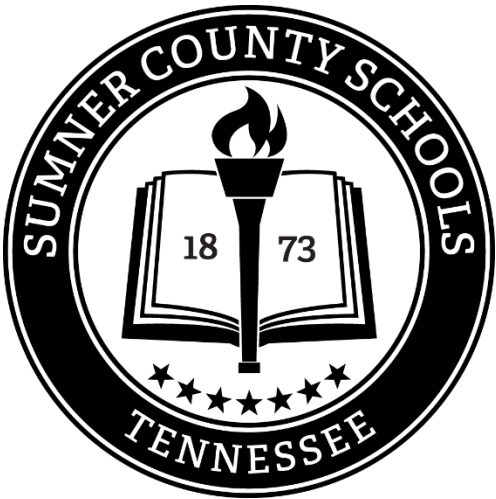
# REQUEST FOR PROPOSAL (RFP)

NUMBER: 20240530

## 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: William Burrus Elementary Greenhouse Grounds



### Purchasing Staff Contact:

Chris Harrison	Janice Wright
Purchasing Supervisor	Purchasing Coordinator
615-451-6560	615-451-6569
<a href="mailto:chris.harrison@sumnerschools.org">chris.harrison@sumnerschools.org</a>	<a href="mailto:janice.wright@sumnerschools.org">janice.wright@sumnerschools.org</a>

Release Date: May 16, 2024	Proposal Due Date: May 30, 2024 @ 9:00 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: **20240530 William Burrus Elementary Greenhouse Grounds**

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 **20240530 William Burrus Elementary Greenhouse Grounds**

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## 1. Introduction/Overview

### 1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for a beautification project around the newly installed greenhouse at William Burrus Elementary 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>

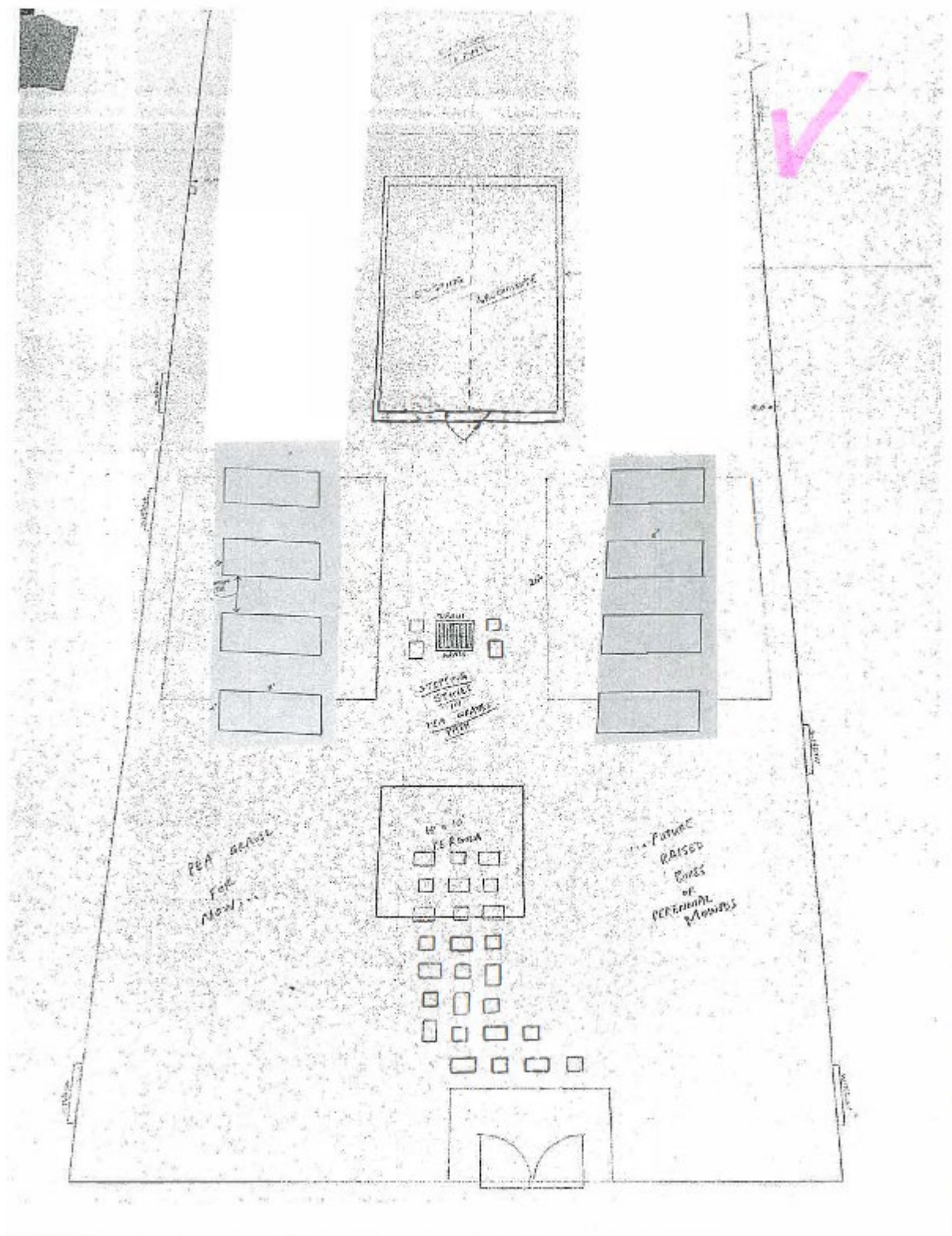
## 2. Requirements

### 2.1. Scope of Work / Specifications

Jobsite: William Burrus Elementary  
1336 Drakes Creek Road  
Hendersonville, TN 37075

- Reference attached Google Maps image for the project area. The existing greenhouse does not show up on current Google Maps images. A site visit is recommended to assess the jobsite
- Remove all the grass from building/doors to 5ft. behind the greenhouse.
- Grade area keeping the grade sloped towards the drainage grates to prevent flooding of the area.
- Furnish, lay and pin heavy duty landscape cloth after grass removal and grading is complete. Estimated 3,600 square foot of area.
- Furnish and install 4" tall Colmet-style metal edger at 5ft. from back of greenhouse (where grass has been removed). Corners of metal will be curved to ease mowing/trimming of adjoining lawn.
- Furnish and install 10ft. x 10ft. Pergola constructed from pressure treated lumber. SEE DESIGN for install location.
- Furnish and install eight (8) raised boxes, 15" x 4' x 8', constructed using pressure treated pine notched and pinned in the corners with ½" rebar. Each will be four rows high and capped with a 6in. grey composite board. Each box will be filled with 15" soil (quality fill dirt at the bottom and garden mix on the top). SEE DESIGN for install location.
- Furnish and install drip system, soaker/hoses, sprinklers, and timer for irrigation of raised boxes.
- Furnish and install paver stepping stones. SEE DESIGN for install location.
- Furnish and install pea gravel in all open areas. Estimated at 40 yards.





## 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>	May 16, 2024
<b>RFP Submission DEADLINE</b>	May 30, 2024 @ 9:00 am Local Time

#### 5. Instructions for Proposal

##### 5.1. Required Forms

- Proposer must complete and submit the Attachments in Section 6. Attachments may be omitted depending on the RFP requirements. Refer to the Table of Contents for omitted Attachments.
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License.
- For all vendors with annual purchases in excess of \$50,000; a Sumner County Business License must be on file with the SCS Finance Department. Evidence of the license must be provided within ten (10) working days following notification of award; otherwise, SCS may rescind its acceptance of the Proposer's proposal.
- Copy of State of Tennessee License (if applicable) in respective field.
- If applicable, the Proposer must include a copy of the contract(s) the Proposer will submit to be signed.

##### 5.2. New Vendors

- To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the SCS Finance Department. It is a mandatory requirement to complete the IRS Form W-9 (Attachment 6.9) included in this RFP.
- To comply with the **Tennessee Lawful Employment Act (50-1-702 and 50-1-703)**, non-employees (individuals paid directly by the employer in exchange for the individual's labor or services) must have on file one (1) of the following documents:
  - A valid Tennessee driver's license or photo identification;
  - A valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee;
  - A birth certificate issued by a U.S. state, jurisdiction or territory;
  - A U.S. government issued certified birth certificate;
  - A valid, unexpired U.S. passport;
  - A U.S. certificate of birth abroad (DS-1350 or FS-545)
  - A report of birth abroad of a U.S. citizen (FS-240);
  - A certificate of citizenship (N560 or N561);



- A certificate of naturalization (N550, N570 or N578);
- A U.S citizen identification card (I-197 or I-179); or
- Valid alien registration documentation or other proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number).

### 5.3. Acknowledgement of Insurance Requirements

By submitting a proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. The Proposer who may have employees, contractors, subcontractors or agents working on SCS properties shall carry current certificates for general and professional liability insurance and for workers' compensation as indicated below. The owner or Principal of each Proposer must also be insured by workers' compensation if they perform any of the services on SCS properties. There will be no exceptions to the insurance requirement. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Proposers proposal.

- **General Liability**

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

- **Workers Compensation**

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

### 5.4. Clarification and Interpretation of RFP

The words "must" and "shall" in the RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be considered grounds for rejection. There are other requirements that SCS considers important but not mandatory. It is important to respond in a concise manner to each section and submit an itemized list of all exceptions.

### 5.5. Proposal Package

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

**"20240530 William Burrus Elementary Greenhouse Grounds"**  
**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 **May 30, 2024 @ 9:00 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 **9:00 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). Any questions concerning the bid documents must be received by the Purchasing Supervisor no less than ninety-six (96) hours before the bid opening date. **T.C.A. § 12-4-113 (b)**

No addenda will be issued within less than forty-eight (48) hours of the bid opening date, excluding weekends and legal holidays, unless the bid deadline is extended for a reasonable period as determined by the Purchasing Supervisor, which shall not be less than forty-eight (48) hours, excluding weekends and legal holidays, to all for any necessary changes to the bid documents and to allow proposers to resubmit their bids accordingly. **T.C.A. § 12-4-113 (a)**

## 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, Proposer agrees that SCS reserves the right to extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback Institutions will issue their own purchasing documents for the goods/service. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

By Signing below, Proposer certifies they have carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

- It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.
- All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the Sumner County Board of Education (SCS) will rely on such statements, information and representations in selecting the successful proposer(s).
- That the prices quoted shall be SCSs pricing for the products and/or service.
- It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- Proposer acknowledges that the contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by SCS, in its sole discretion.
- All purchase orders must be duly authorized and executed by SCS and subject to the terms and conditions of the RFP.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

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

Vendor Legal Name \_\_\_\_\_

**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: (or Social Security Number)	

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: \_\_\_\_\_

## 20240530 William Burrus Elementary Greenhouse Grounds

**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 SCS's Purchasing Supervisor whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposal is submitted must be equal or superior to that specified. Informative and Descriptive Literature: The proposer must show brand or trade names of the articles proposed, when applicable. It shall be the responsibility of the proposer, including proposer's whose product is referenced, to furnish with the proposer such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of proposer.
- h. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon proposer's request within ten (10) days of RFP/ITB opening, be returned at the proposer's expense. Each sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP/ITB number and item reference.
- i. Time of Performance: The number of calendar days in which delivery is to be made after receipt of order shall be stated in the RFP/ITB and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.
- j. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the RFP/ITB. Proposal prices shall include delivery of all items F.O.B. destination.
- k. New materials and supplies must be delivered unless otherwise specifically stated in the RFP/ITB.
- l. Alternate/multiple bids will not be considered unless specifically called for in the RFP/ITB.
- m. Only proposals submitted on RFP/ITB forms furnished by SCS will be considered.
- n. By signing this RFP/ITB where indicated, the proposer agrees to strictly abide by all applicable local, state and federal statutes and regulations. The proposer further certifies that this proposal 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.
- 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.
  - Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
  - 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.
  - 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.
  - SCS reserves the right to order more or less than the quantity listed in the proposal.
  - 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.
  - 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.
  - The contract may not be assigned without written SCS consent.
  - 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.
  - 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**.
  - 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.
  - By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of **Public Chapter No. 587 / Senate Bill No. 2048** (Employee Background Check). The Bidder further agrees to submit a formal certification thereof prior to commencing work.
- 4. PAYMENT.** Payment terms must be specified in the proposal, including any discounts for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP/ITB are inspected and approved as conforming by persons appointed by SCS.
- 5. DEFAULT OF SELECTED VENDOR.** In case of vendor default, SCS may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their response, the contract, SCS policy or any law, they may be disqualified from proposing for a period of two years for minor violations or longer for major violations. Proposals from disqualified proposers will not be accepted during the period of disqualification.
- 6. INSPECTION OF PURCHASES.** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. SCS shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires SCS to use nonconforming materials, an appropriate reduction in payment may be made.
- 7. TAXES.** SCS is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to or performing repair work on real property for SCS are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.
- 8. NONDISCRIMINATION.** SCS is an equal opportunity employer. SCS and bidder agree to comply with **Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990**, if applicable, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin. In the event that any claims should arise with regards to violations of any such local, state or federal law, statutes, rule or regulations, the vendor will indemnify and hold SCS harmless for any damages, including court costs or attorney fees, which might be incurred.
- 9. PROHIBITIONS/NO VENDOR CONTRACT FORM.** Acceptance of gifts from vendors is prohibited. **T.C.A. §12-4-106**. The contract documents for purchase under this RFP/ITB shall consist of the successful proposer's bid and SCS's purchase order. The proposer may request exceptions to terms and conditions and/or request SCS to accept other terms and conditions by means of subsequent documents such as invoices, warranty agreements, license agreements, etc. All subsequent documents shall be open to revision for impermissible language. SCS reserves the right to render the proposal unresponsive and subject the proposal to rejection if successful terms cannot be negotiated.

- 10. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS.** Tennessee Public Chapter No. 878 of 2006, T.C.A. §12-3-309, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.
- 11. SALES AND USE TAX.** Before the Purchase Order/Contract resulting from this RFP/ITB is signed, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax as required by T.C.A. §12-3-306.
- 12. ASSIGNMENT.** Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.
- 13. LIABILITIES.** The vendor shall indemnify SCS against liability for any suits, actions or claims of any character arising from or relating to the performance under this agreement by the vendor or its subcontractors. SCS has no obligation for the payment of any judgement or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.
- 14. APPLICABLE LAW.** Any contract shall be interpreted under the laws and statutes of the State of Tennessee, T.C.A. §12-3-515. 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.**