

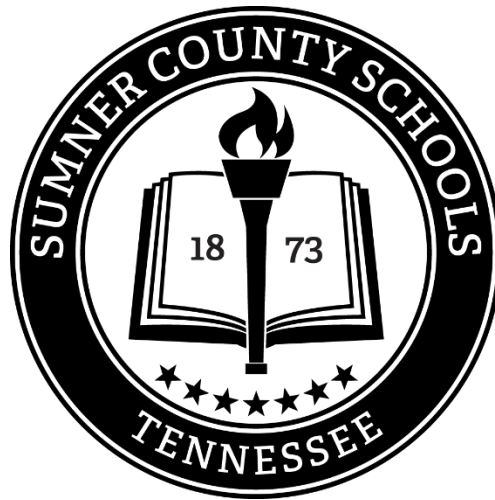
# REQUEST FOR PROPOSAL (RFP)

NUMBER: **20250225**

## 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: **Instructional Coaching Certificate**



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: February 6, 2025	Proposal Due Date: February 25, 2025 @ 10:00 am
--------------------------------	---

*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: **20250225 Instructional Coaching Certificate**

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 **20250225 Instructional Coaching Certificate**

## TABLE OF CONTENTS

1. Introduction/Overview
2. Contact Information
3. Scope of Work/Specifications
4. Contract Term
5. Funding Out Clause
6. Tax Exempt Status
7. Invoicing & Payment Terms
8. Schedule of Events
9. Instructions for Proposals
10. Evaluation of Proposals
11. Contract Award
12. Acknowledgement of Insurance Requirements
13. New Vendors
14. Request for Clarification of Proposals
15. Protests
16. Attachments
  - 17.1 Contact Information
  - 17.2 Bid Form/Certification
  - 17.3 Contract Piggyback Agreement
  - 17.4 References
  - 17.5 Certification of Non-Collusion & Debarment or Suspension
  - 17.6 Attestation Re Personnel
  - 17.7 Attestation Non-Boycott of Israel
  - 17.8 Certification of Compliance with Iran Divestment Act
  - 17.9 Criminal Background Compliance Affidavit
  - 17.10 Drug Free Workplace Affidavit
  - 17.11 IRS Form W-9
    - \*An online, fillable version can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>*
  - 17.12 Standard Terms & Conditions
  - 17.13 Vendor Checklist

1. Introduction/Overview

The Sumner County Board of Education (SCS) is requesting sealed proposals for university graduate level classes that, upon successful completion, provide a certificate in instructional coaching. The courses required will be completed within one year and will take place outside of the school day for professionals currently teaching or working at the leadership level. The purpose of this RFP is to define SCS's minimum requirements and gain adequate information from which SCS may evaluate the services which each Proposer offers.

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	System Design & Functionality
Chris Harrison Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066 <a href="mailto:chris.harrison@sumnerschools.org">chris.harrison@sumnerschools.org</a>	Dr. Sabrina McClard Supervisor of Leadership and Coaching 695 East Main Street Gallatin, TN 37066 <a href="mailto:sabrina.mcclard@sumnerschools.org">sabrina.mcclard@sumnerschools.org</a>

### 3. SCOPE OF WORK / SPECIFICATIONS

SCS seeks to provide coursework around instructional coaching, professional learning, and collaborative projects for all instructional leaders within the district who are providing job-embedded professional learning for teachers. Such coursework shall be completed with the expectation of receiving a Certificate in Instructional Coaching. SCS employees will complete courses and Certification within one year's time.

SCS requests that the Proposer provide an option to teach the courses in Sumner County with either an exclusive Sumner County and/or an inclusive cohort of Sumner County and non-Sumner County participants. SCS also requests that the vendor indicate if SCS employees, who are also employed by the Proposer, are eligible to teach these courses.

#### Instructional Coaching Certificate

- A. 12 credit hour Instructional Coaching Certificate
- B. 12 graduate credit hours documented on the transcript for each participant who successfully completes the coursework.
- C. Expert coaching curriculum
- D. 3-hour M.Ed or Ed.S level courses

Courses will include the following topics:

- A. Leading change
- B. Implementing and evaluating best practices in professional learning
- C. Fostering effective professional collaboration and professional learning communities
- D. Instructional coaching- building a coaching relationship, listening and feedback, models for coaching practices, types of coaching, and how to build a coaching plan for every school
- E. Coaching practices that support use and implementation of High-Quality Instructional Materials
- F. Utilizing multiple data sources for organizational improvement
- G. Facilitating adult learning rooted in research-based practices
- H. Presuming positive intent
- I. Managing difficult professional conversations
- J. Culturally responsive coaching practices

#### Annual Planning Meeting

- A. An annual planning meeting will be held in July with the Assistant Director of Instruction or a designee.
- B. The meeting will review coursework for the upcoming school year.
- C. Briefly describe the implementation process.
- D. Describe the available implementation training. The training must occur on-site at SCS.

The Proposer is encouraged to submit documentation for any other products and services offered in relation to the items list in the RFP. Any additional products and services must be detailed in a separate tab. Any information submitted will not be utilized as part of the evaluation and award.

#### Cost Proposal

The cost proposal is to include the cost per credit hour and the total cost per person who completes the program. Include any additional cost per person that will be incurred to complete the program such as textbooks, etc. The Proposer must indicate any restrictions to receive the guaranteed rate.

4. CONTRACT TERM

Unless otherwise stated, all contracts shall be valid for a period of one (1) year with an option to renew annually for an additional four (4) years upon mutual agreement between both parties. The Start Date shall begin on July 1, 2025 and end on June 30, 2026 of the following year.

5. FUNDING OUT CLAUSE

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. SCS retains the right to terminate a contract at the expiration of each budget period during the term of the contract and is conditioned on the best efforts of SCS to obtain appropriate funds for payment of the contract. SCS’s budget year begins on July 1 and end on June 30 of the following year.

6. TAX EXEMPT STATUS

SCS is a tax-exempt governmental entity. A copy of SCS’s form will be made available upon request.

7. INVOICING & PAYMENT TERMS

SCS requires Net30 terms from the date of the invoice. SCS requests a contact person in accounting. The contact should be responsive to our invoicing questions and be accurate in producing detailed reporting and other information relevant to our account.

8. SCHEDULE OF EVENTS

RFP Issued	February 6, 2025
RFP Submission DEADLINE	February 25, 2025 @ 10:00 am

9. INSTRUCTIONS FOR PROPOSALS

SCS shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions.

Required Forms

- Proposer must complete and submit the Attachments in Section 17.

Proposal Package

The outside of the proposal package must be sealed and clearly marked with the following:

**“20250225 Instructional Coaching Certificate”**  
**DO NOT OPEN**  
**Company Name**  
**Company Address**  
**Date & Time of RFP Opening**  
**License Information as Required by T.C.A § 62-6-119**

All sealed proposals packages must include all the following. Sealed proposals are subject to rejection as non-conforming if any applicable item is not included.

- One (1) Signed Original Copy
- One (1) Electronic Copy (USB Thumb Drive)

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

Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified in the Schedule of Events. SCS shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions.

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

## 10. 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 will be notified of this determination.

The evaluation team will review the documentation provided in the response and may request clarifications or corrections to proposals. Acceptance or submission of a proposal to SCS offers no rights upon the Proposer nor obligates SCS in any manner. After completion of the evaluation, SCS will begin to negotiate and select a firm that is determined to be the best value, interest and best solution for SCS.

General Criteria to evaluate vendor qualifications.

- Ability to meet requirements identified in RFP specifications that meet (or exceed) SCS's needs as described here within.
- Experience of vendor in providing the services identified in the RFP.
- Pricing strategy must be competitive and aggressive overall pricing. Vendors are cautioned not to propose lesser / inferior quality products.
- SCS seeks high quality products that will operationally perform for many years in the public K-12 environment. Avoid proposing certain deeply discounted equipment, in an attempt to skew the results, that SCS will most likely never or rarely purchase.

## 11. CONTRACT AWARD

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.

As permissible through the State of Tennessee Cooperative Purchasing Laws and 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:

- A. Signed AIA Document
- B. Retainage Account Agreement & Evidence of Open Account (per [Tenn. Code Ann. § 66-34-104](#))
- C. Payment and Performance Bonds
- D. Certificate of Liability Insurance
- E. Sumner County Business License
- F. Current Copy of W9

## 12. 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 ten (10) 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



### 13. 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 17.11) 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. A valid Tennessee driver license or photo identification license used by the department of safety;
- B. A valid driver license or photo identification issued by another state where the issuance requirements are at least as strict as those in this state, as determined by the department. The commissioner, in consultation with the department of safety, shall determine which states have issuance requirements that are at least as strict as this state, and shall develop, and periodically update, a publicly accessible list of such states on the department's website;
- C. An official birth certificate issued by a United States state, jurisdiction or territory;
- D. A United States government-issued certified birth certificate;
- E. A valid, unexpired United States passport;
- F. A United States certificate of birth abroad (DS-1350 or FS-545);
- G. A report of birth abroad of a citizen of the United States (FS-240);
- H. A certificate of citizenship (N560 or N561);
- I. A certificate of naturalization (N550, N570 or N578);
- J. A United States citizen identification card (I-197 or I-179); or
- K. A 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 (1) number).

### 14. 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 allow for any necessary changes to the bid documents and to allow proposers to resubmit their bids accordingly. **T.C.A. § 12-4-113 (a)**

### 15. 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 17.1 – 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 17.2 – Bid Form/Certification

Date \_\_\_\_\_

Tuition Cost per Credit Hour \$ \_\_\_\_\_

Additional Costs Included on a Separate Page

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

- A. 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.
- B. 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).
- C. That the prices quoted shall be SCSs pricing for the products and/or service.
- D. It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- E. 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.
- F. 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 17.3 – Contract Piggyback Agreement

By Signing below, 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. The completion of this form is voluntary. The Proposer is under no obligation to sign and submit this form as a condition of award for the RFP.

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

Title \_\_\_\_\_

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

Legal Entity Name \_\_\_\_\_

ATTACHMENT 17.4 – References

Project Name/Location: \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Name/Location: \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Name/Location: \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Name/Location: \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

ATTACHMENT 17.5 – 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:

- A. 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**;
- B. 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
- C. 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:
  - 1) 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;
  - 2) 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
  - 3) 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 17.6 – 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 17.7 – Attestation Non-Boycott of Israel

The Bidder 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.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. **Tenn. Code Ann. § 12-4-119**.

Contractor Legal Entity Name	
Signature of Authorized Representative	
Printed Name and Title	
Date	



## ATTACHMENT 17.8 – Certification of Compliance with the Iran Divestment Act

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Iran Divestment Act, **T.C.A. § 12-12-101** et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted, or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to **T.C.A. § 12-12-106**.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to **T.C.A. § 12-12-106**.

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

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

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

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

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

ATTACHMENT 17.9 – Criminal Background Compliance Affidavit

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer contracting with Sumner County Board of Education to provide services having direct contact with children or access to grounds of a Sumner County public school while students are on grounds, 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. § 49-5-413** as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company’s employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
3. The Company is in compliance with the terms of **T.C.A. § 49-5-413**.

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 17.10 – 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:

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.

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*.

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 17.11 – W9

Form **W-9**  
 (Rev. March 2024)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b>	Business name/disregarded entity name, if different from above.	
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code	
	<b>7</b>	List account number(s) here (optional)	

*(Applies to accounts maintained outside the United States.)*

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

ATTACHMENT 17.12 – Standard Terms & Conditions  
SUMNER COUNTY BOARD OF EDUCATION (SCS)

**PREPARATION AND SUBMISSION OF BID**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. New materials and supplies must be delivered unless otherwise specifically stated in the RFP/ITB.
12. Alternate/multiple bids will not be considered unless specifically called for in the RFP/ITB.
13. Only proposals submitted on RFP/ITB forms furnished by SCS will be considered.
14. 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.
15. 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.

**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.

## ACCEPTANCE AND AWARD

1. 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.
2. 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.
3. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
4. 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.
5. 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.
6. SCS reserves the right to order more or less than the quantity listed in the proposal.
7. 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.
8. 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.
9. The contract may not be assigned without written SCS consent.
10. 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.
11. 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**.
12. 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.
13. 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.

## 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.

## 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.

## 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.

## 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.

## 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.

**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.

**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.

**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](#).

**ASSIGNMENT**

Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.

**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.

**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](#).

**FUNDS**

The Proposer understands and accepts the non-appropriation of funds provision of SCS.

**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.

**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](#).

**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](#).

**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 17.13 – Vendor Checklist

Vendor Checklist for Prevention of Common RFP Mistakes that lead to Proposal RejectionSUBMISSION 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.

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

Correct Format:

\_\_\_ One (1) Complete Original (*Section 10*)

\_\_\_ Original Signature on Original Proposal. NO copied or digital signatures (*Section 10*)

Required Forms

\_\_\_ Evidence of Business License (*Section 10*)

\_\_\_ Completed “Contact Information” form (*Attachment 17.1*)

\_\_\_ Signed and dated “Bid Form/Certification” form (*Attachment 17.2*)

\_\_\_ Signed and dated “Contract Piggyback Agreement” form (*Attachment 17.3*)

\_\_\_ Complete “Reference” form (*Attachment 17.4*)

\_\_\_ Signed and dated “Certification of Non-Collusion & Debarment or Suspension” form (*Attachment 17.5*)

\_\_\_ Signed and dated “Attestation Re Personnel” form (*Attachment 17.6*)

\_\_\_ Signed and dated “Attestation Non-Boycott of Israel” form (*Attachment 17.7*)

\_\_\_ Signed and dated “Certification of Compliance with Iran Divestment Act” form (*Attachment 117.8*)

\_\_\_ Signed, dated and notarized “Criminal Background Compliance Affidavit” form (*Attachment 17.9*)

\_\_\_ Signed, dated and notarized “Drug Free Workplace Affidavit” form (*Attachment 17.10*)

\_\_\_ Signed and dated “IRS Form W-9” form (*Attachment 17.11*)

\*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.