

REQUEST FOR PROPOSAL (RFP)

NUMBER **20240306**

SUMNER COUNTY BOARD OF EDUCATION

This solicitation document serves as the written determination of the SCS Purchasing Supervisor that the use of ~~Competitive S~~ Proposals for this solicitation is in the best interest of SCS.

RFP Title: ~~Thrive SPB Cohort and K-6 Cohort for Initial Licensure~~

Purchasing Staff Contact:

| | |
|--|--|
| Chris Harrison | Janice Wright |
| Purchasing Supervisor | Purchasing Coordinator |
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| | |
|---------------------------------|--|
| Release Date: February 22, 2024 | Proposal Due Date: March 6, 2024 @ 10:00 am Local Time |
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Any alterations to this document made by the proposer may be grounds for rejection of proposals, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.

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1. Introduction/Overview

1.1. 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 SCS's only official point of contact for this RFP.

| RFQ Procedures | RFQ Scope of Work |
|--|---|
| Chris Harrison Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066 chris.harrison@sumnerschools.org | Justin Alexander, Ed.D. Educator Prep Supervisor 695 East Main Street Gallatin, TN 37066 Justin.alexander@sumnerschools.org |

1.2. Background

The Sumner County Board of Education, hereinafter "SCS," is located north of Nashville, stretching from Davidson County's northern border to the Kentucky state line. Sumner County covers 530 square miles,

3. Source Selection and Contract Award

- x The proposals will be evaluated by a "Selection Committee" that includes representatives of the SCS Educator Prep Supervisor, Instruction Department staff, Human Resources staff, and Finance staff. Award

Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

ATTACHMENT 6- Bid Form/Certification

Date _____

Percentage Discount _____ %

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 Institutions ~~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:

- x 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.
- x 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 rep

ATTACHMENT 62 – Certification of NonCollusion & Debarment or Suspension

The undersigned Proposer certifies

ATTACHMENT 3 – 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. § 12-309**.

SIGNATURE & DATE: _____

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor.

ATTACHMENT ~~4~~ - 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. ~~§-129~~. 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 6.5 – 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 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 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. § 59-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state and any local government to provide

ATTACHMENT 6- W9

3. ACCEPTANCE AND AWARDS reserves the right to reject any and all proposals and to waive any informality in proposals and, unless otherwise specified by the proposal, to accept any item in the proposal. Action to reject all proposals shall be taken for unreasonably high prices, errors in the proposal documents, cessation of need, unavailability of funds, or any other reason approved by SCS.
- a. Contracts and purchases will be made with the lowest, responsive, responsible, qualified bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered and the delivery terms will be taken into consideration.
 - b. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
 - c. Prices quoted on the response (if any) are to be considered firm and binding until the said equipment, supplies or services are in the possession of SCS.
 - d. If, during the performance of this contract, the cost of materials increases, through no fault of the contractor, the price of materials shall be equitably adjusted by an amount reasonably necessary to cover any such increase in the cost of materials. The contractor shall provide evidence of the cost increase prior to its' implementation. **Annual or Multi-Year Contracts ONLY.** Any increase in cost must be approved by SCS.
 - e. SCS reserves the right to order more or less than the quantity listed in the proposal.
 - f. If a proposal fails to state a time within which it must be accepted, it is understood and agreed that SCS shall have ninety (90) days to accept.
 - g.

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 hereby incorporated by this reference.
11. **SALES AND USE TAX** Before the Purchase Order/Contract resulting from this RFP 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 judgment 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 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 or contractor if the vendor or contractor is a commissioner, official, employee or board member that has any financial or beneficial interest in the vendor or contractor. (i)-2.7(e)0.04 (r)-12.4 (r)- has any financial or beneficial interest in the vendor or contractor.

ATTACHMENT 6 - 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.