REQUEST FOR BID (RFB)

NUMBER: **20260918**

SUMNER COUNTY BOARD OF EDUCATION

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

RFB Title: **Beech Elementary Paving Project**

Purchasing Staff Contact:

Chris Harrison	Mike Dyer
Purchasing Supervisor	Purchasing Coordinator
615-451-6560	615-451-6569
chris.harrison@sumnerschools.org	michael.dyer@sumnerschools.org

Release Date: September 10, 2026	Submission Due Date: September 18, 2026 @ 10:00 am

Any altercations to this document made by the Bidder may be grounds for rejection of submission, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.

NOTICE TO BIDDERS

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

RFB Number: 20260918 Beech Elementary Paving Project

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 Bidder may be grounds for rejection of bid, 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://www.sumnerschools.org/about-us/departments/finance/invitation-to-bid 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 Bidder has expressed its intent to provide a submission for 20260918 Beech Elementary Paving Project

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1. Introduction/Overview

   The Sumner County Board of Education (SCS) is requesting sealed submissions to provide paving services at Beech Elementary school as specified herein.

2. Contact Information

   Unauthorized contact regarding this RFB 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 RFB to the Purchasing Supervisor, who is SCSs only official point of contact for this RFB.

RFB Procedures
Chris Harrison Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066 chris.harrison@sumnerschools.org

3. SCOPE OF WORK / SPECIFICATIONS

SCS will accept bids for a turnkey project of asphalt milling and resurfacing at the site referenced in this RFB. The project will include, but is not limited to: milling, disposal of rubble offsite, surface repairs (as needed), leveling, bonding materials, resurfacing and restriping of the entire area. The contractor is required to provide all labor, machinery, and materials to complete the project. The Contractor will work with a SCS designee on the restriping plan.

A site visit is mandatory to assess the current conditions and take any necessary measurement to determine the actual project size. On the bid sheet, indicate the date of site visit.

Per T.C.A. § 12-4-201, a Payment and Performance Bond of no less than twenty-five percent (25%) is required for contracts exceeding $100,000. Bidders will be required to provide a bond if the bid price exceeds $100,000. Bidders are required to include the cost for a bond in their bid price, if applicable.

Beech Elementary School
3120 Long Hollow Pike
Hendersonville, TN 37075

FRONT PARKING LOT – Base Price

- SEE ATTACHED PHOTO – Highlighted BLUE
- Mill existing asphalt to a 2" depth
    - Haul millings to a location specified by SCS
- Patch Areas (as needed)
- Overlay entire area with 2" E-Mix asphalt
- Restripe area for Standard Parking Spaces, Crosswalks, ADA Parking Spaces (as required), Directional Arrows, etc.
- Estimated Area = 54,000 square feet



SIDE PARKING AREA – Alternate #1

- SEE ATTACHED PHOTO – Highlighted ORANGE
- Mill existing asphalt to a 2" depth
    - Haul millings to a location specified by SCS
- Patch Areas (as needed)
- Overlay entire area with 2" E-Mix asphalt
- Restripe area for Standard Parking Spaces, Crosswalks, ADA Parking Spaces (as required), Directional Arrows, etc.
- Estimated Area = 10,000 square feet



BACK PARKING LOT – Alternate #2

- SEE ATTACHED PHOTO – Highlighted PURPLE
- Mill existing asphalt to a 2” depth
    - Haul millings to a location specified by SCS
- Patch Areas (as needed)
- Overlay entire area with 2” E-Mix asphalt
- Restripe area for Standard Parking Spaces, Crosswalks, ADA Parking Spaces (as required), Directional Arrows, etc.
- Estimated Area = 17,000 square feet



4. STANDARD CONTRACTOR OBLIGATIONS

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

5. TAX EXEMPT STATUS

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

6. INVOICING & PAYMENT TERMS

   SCS requires Net30 terms from the date of the invoice. SCS shall accept requests for progress payments provided supporting documentation is included to support the request.

   Final payment will not be processed until 100% of the work is complete and SCS has signed off on the project.

7. SCHEDULE OF EVENTS

RFB Issued	September 10, 2026
RFB Submission DEADLINE	September 18, 2026 @ 10:00 am

8. INSTRUCTIONS FOR SUBMISSIONS

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

   <u>Required Forms</u>

   - Bidder must complete and submit the Attachments in Section 17.
   - Evidence of a valid State of Tennessee Business License.
   - Copy of State of Tennessee Contractor License in respective field, as required.
   - Letter of bonding capacity, as required.

Submission Package

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

"20260918 Beech Elementary Paving Project"
DO NOT OPEN
Company Name
Company Address
Date & Time of RFB Opening
License Information as Required by T.C.A § 62-6-119

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

- One (1) Signed Original Copy

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

Bidders mailing submission packages must allow sufficient time to ensure receipt of their package by the time specified in the Schedule of Events. SCS shall not accept submissions 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 submission package will be accepted if the date and time on the delivery confirmation are indicated to be on or before the Deadline.

Delivery Address: Sumner County Board of Education
Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

9. EVALUATION OF SUBMISSIONS

The SCS Purchasing Supervisor will first examine the submission to reject those that are clearly non-responsive to the stated requirements. Bidders who are determined to be non-responsive will be notified of this determination.

General Criteria to evaluate vendor qualifications.

- Ability to meet requirements identified in RFB specifications that meet (or exceed) SCS's needs as described here within.
- Experience of bidder in providing the services identified in the RFB.
- Pricing strategy must be competitive and aggressive overall pricing. Bidders are cautioned not to propose lesser / inferior quality products.

10. CONTRACT AWARD

SCS reserves the right to enter into discussions with Bidders determined to be reasonably like of being considered for selection to assure a full understanding of and responsiveness to the RFB 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 submissions.

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 RFB to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFB. Each of the "piggyback" Institutions will issue their own purchasing documents for purchase of the goods/services. Bidder agrees that SCS shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option.

Bidders 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

11. ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Bidder acknowledges that it has read and understands the insurance requirements for the bid. The Bidder 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 Bidder 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. Bidder 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 Bidder's submission.

General Liability

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

Workers Compensation

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

12. 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 RFB.

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 care (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).

13. REQUEST FOR CLARIFICATION OF SUBMISSION

Requests for clarification of submissions shall be distributed by the Purchasing Supervisor in writing (or email). Any questions concerning the submission 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 submission documents and to allow Bidders to resubmit accordingly. T.C.A. § 12-4-113 (a)

14. 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 RFB. All notifications must be sent to the Purchasing Supervisor via email at purchasing@sumnerschools.org.

Any actual or prospective Bidder who is aggrieved in connection with the RFB 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 _____

BES Front Parking Lot (BLUE) – Base Price $_____

- BES Side Parking Area (ORANGE) – Alternate #1 $_____
- BES Back Parking Lot (YELLOW) – Alternate #2 $_____

NOTE: SCS does not guarantee an award for any or all Alternates.

Mandatory Site Visit Date _____

By Signing below, Bidder certifies they have carefully examined all instructions, requirements, specifications, terms and conditions of the RFB 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 RFB.
B. All statements, information and representations prepared and submitted in response to the RFB are current, complete, true and accurate. Bidder acknowledges that the Sumner County Board of Education (SCS) will rely on such statements, information and representations in selecting the successful Bidder(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 submission.
E. Bidder 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 RFB.

Authorized Signature _____

Title _____

Printed Name _____

Vendor Legal Name _____

ATTACHMENT 17.3 – References

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

**Bidders may copy this page and submit additional references*.

ATTACHMENT 17.4 – Certification of Non-Collusion & Debarment or Suspension

The undersigned Bidder certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this submission in collusion with any other respondent, and that the contents of this submission as to prices, terms or conditions of said submission 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 submission.

The undersigned Bidder 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 submission, 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 submission, 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 submission 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: _____

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 17.6 – 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 17.7 – 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 17.8 – 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 17.9 – 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 17.10 – 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* 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.

Print or type. See ***Specific Instructions*** on page 3.

1 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.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: 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.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b 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 . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

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.

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.

Social security number

			–		–				

or

Employer identification number

		–							

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.

Sign Here	**Signature of U.S. person**	**Date**

ATTACHMENT 17.11 – 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 Bidder/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. RFB/RFP/ITB SUBMITTAL / SIGNATURE: Submittal shall give the full name and business address of the Bidder/Proposer. If the Bidder/Proposer is a corporation, the name shall be stated as it is in the corporate charter. Submittals must be signed in ink by the Bidder/Proposer authorized agent. Unsigned submittals will be rejected. Submittals are to be sealed and the outside of the envelope is to reference the RFB/RFP/ITB number. The person signing the submittal 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. The Bidder/Proposer understands that by submission with an authorized signature, it shall constitute an offer to SCS. Submissions 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 Bidder/Proposer pursuant to the RFB/RFP/ITB. The Bidder/Proposer shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
4. All Bidder/Proposers must be in compliance with T.C.A. § 62-6-119 at the time of submission and provide evidence of compliance with the applicable provisions of the chapter before such submission may be considered.
5. Submissions are to be received in the location designated in the RFB/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 submission.
7. Specifications: Reference to available specifications shall be sufficient to make the terms of the specifications binding on the Bidder/Proposer. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the Bidder/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 submission. Bidder/Proposers are required to notify SCSs Purchasing Supervisor whenever specifications/procedures are not perceived to be fair and open. The articles on which the submission is submitted must be equal or superior to that specified. Informative and Descriptive Literature: The Bidder/Proposer must show brand or trade names of the articles proposed, when applicable. It shall be the responsibility of the Bidder/Proposer, including the Bidder/Proposers whose product is referenced; to furnish with the submission 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 the Bidder/Proposer.
8. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon Bidder/Proposer request within ten (10) days of RFB/RFP/ITB opening, be returned at the Bidder/Proposers expense. Each sample must be labeled with the interested parties' name, manufacturer's brand name and number, RFB/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 RFB/RFP/ITB and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, the Bidder/Proposer 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 RFB/RFP/ITB. Submission 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 RFB/RFP/ITB.
12. Alternate/multiple bids will not be considered unless specifically called for in the RFB/RFP/ITB.
13. Only proposals submitted on RFB/RFP/ITB forms furnished by SCS will be considered.
14. By signing this RFB/RFP/ITB where indicated, Bidder/Proposer agrees to strictly abide by all applicable local, state and federal statutes and regulations. The Bidder/Proposer further certifies that this submission is made without collusion or fraud.
15. Error in Submission. In case of error in the extension of prices in the submission, the unit price will govern. Late submissions will NOT be opened or considered. Bidder/Proposer are cautioned to verify their submission, as amendments received after the RFB/RFP/ITB deadline will not be considered. No submission shall be altered, amended or withdrawn after opening. After submission opening, a Bidder/Proposer may withdraw a submission only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the submission would impose unconscionable hardship due to an error in the submission resulting in a quotation substantially below the other submissions received. Submission withdrawals will be considered only upon written request of the Bidder/Proposer.

OPEN RECORDS

In order to comply with the provisions of the Tennessee Open Records Act, all submissions will be publicly opened and are subject to public inspection after the award upon written request. A Bidder/Proposer may be present at RFB/RFP/ITB opening. Summary information will be posted the SCS website, www.sumnerschools.org under the Invitation to Bid link.

ACCEPTANCE AND AWARD

1. SCS reserves the right to reject any and all submissions and to waive any informality in submission and, unless otherwise specified by the Bidder/Proposer to accept any item in the submission. Action to reject all submissions shall be taken for unreasonably high prices, errors in the submission 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 Bidder/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 in the submission (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 Bidder/Proposer 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 Bidder/Proposer fails to state a time within which a Bidder/Proposer 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 RFB/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 Bidder/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/Proposer 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 submission, 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 RFB/RFP/ITB are inspected and approved as conforming by persons appointed by SCS.

DEFAULT OF SELECTED VENDOR

In case of Bidder/Proposer default, SCS may procure the articles or services from other sources and hold the defaulting Bidder/Proposer responsible for any resulting cost. If the awarded Bidder/Proposer violates any terms of their response, the contract, SCS policy or any law, they may be disqualified from submitting for a period of two years for minor violations or longer for major violations. Submissions from disqualified Bidder/Proposer 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 Bidder/Proposer or returned to Bidder/Proposer, 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. Bidder/Proposers 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 Bidder/Proposer is prohibited. T.C.A. §12-4-106. The contract documents for purchase under this RFB/RFP/ITB shall consist of the successful Bidder/Proposers bid and SCSs purchase order. The Bidder/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 submission unresponsive and subject the submission 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 Bidder/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 Bidder/Proposer nor SCS may assign this agreement without prior written consent of the other party.

LIABILITIES

The Bidder/Proposer 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 Bidder/Proposer or its subcontractors. SCS has no obligation for the payment of any judgement, or the settlement of any claim made against the Bidder/Proposer 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 Bidder/Proposer 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 Bidder/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. Bidder/Proposer 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. Bidder/Proposer represents and warrants that Vendor will maintain compliance with the SSAE 16 standard and shall undertake any audits and risk assessments Bidder/Proposer deems necessary to maintain compliance with SSAE16. If PI provided by SCS to Vendor is subject to FERPA. Bidder/Proposer agrees that in its handling of FERPA data it will perform as a school official as that term is defined by FERPA regulations. Bidder/Proposer acknowledges that its improper disclosure or re-disclosure of PI covered by FERPA may, under certain circumstances, result in Bidder/Proposer's exclusion from eligibility to contract with SCS for at least five (5) years. Bidder/Proposer 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. Bidder/Proposer 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 submitting a response, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certified, and in the case of a joint submission, 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/Proposer is not on the list created pursuant to T.C.A. §12-12-106.

NON-BOYCOTT OF ISRAEL

The Bidder/Proposer 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

Bidder/Proposer 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 except between designated representatives of SCS and Bidder/Proposer.