

Invitation to Bid

20160712-02

PEST CONTROL

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for PEST CONTROL 10:30 a.m local time Tuesday July 12,2016. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please contact Linda Becker School Nutrition Director Sumner County Board of Education 615-451-5217-All proposals are subject to the Board of Education's conditions and specifications which are available from Vicky Currey, Purchasing Supervisor (615) 451-6560. All bids can be viewed on line at www.sumnerschools.org.

NOTICE TO RESPONDENTS

Responses to an Invitation to Bid will be received by the Purchasing Coordinator in the SUPORT SERVICE FACILITY CONFERENCE ROOM, Sumner County Board of Education, 1500 Airport Road Gallatin, TN 37066. They will be received until **10:50 a.m. Local Time Tuesday July 12, 2016** for **PEST CONTROL SERVICES**, at which time the responses will be opened, taken under advisement and evaluated. ***BIDS WILL BE POSTED ON www.sumnerschools.org***

GENERAL REQUIREMENTS AND CONDITIONS

1. The Sumner County Board of Education reserves the right to accept or reject any and/or all responses in whole or in part, and to waive informalities therein.
2. Any responses received after the scheduled closing time for the receipt for responses will not be considered.
3. If a mistake is discovered after the responses are received, only the Sumner County Board of Education may allow the respondent to withdraw the entire response.
4. Partial payments will not be approved unless justification for such payment can be shown. Terms will be net 30 days.
5. Payment will not be made until the said **Pest Control Services** are inspected and approved as meeting all specifications by persons appointed by the Sumner County Board of Education.
6. Responses submitted must be in a sealed envelope and marked on the outside as follows:
RESPONSE: 20160712-02 PEST CONTROL SERVICES
DEADLINE: 10:30 A.M. TUESDAY JULY 12, 2016
7. Facsimile responses will not be considered.
8. If a successful bidder violates any terms of their bid, the contract, school board policy or any law they may be disqualified from bidding for a period of two years for minor violations or longer for major violations. Bids from disqualified bidders will not be accepted during the period of disqualification.
9. Prices quoted on the response (if any) are to be considered firm and binding until the said **PEST CONTROL SERVICES** are in the possession of the Sumner County Board of Education.
10. No purchase or contract is authorized or valid until the issuance of a Board Purchase Order in accordance with Board Policy. No Board Employee is authorized to purchase equipment, supplies or services prior to the issuance of such a Purchase Order.
11. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Coordinator, Vicky Currey (615) 451-6560.
12. All bids that exceed \$25,000 must have the Company Name, License Number, Expiration Date thereof and License Classification of Contractor listed on outside of sealed envelope. As required by State of Tennessee Code Annotated 62-6-119.
13. The awarded bidder 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 State of Tennessee Code Annotated 12-4-201.
14. If the project cost in excess of \$25,000 a performance bond must be secured by the requesting party in an amount equal to the market improvement value.

SUMNER COUNTY SCHOOL NUTRITION PROGRAM
SPECIFICATIONS FOR
PEST CONTROL
June 2016

We invite you to bid our requirements for Pest Control for kitchen/cafeteria related storage areas and the regular school facilities separate, also include with the school prices the following Central Office facilities: Larry Riggsbee Support Service Center, Teacher's Center, Material Center, Adult Education Building and the Central Office Building throughout the Sumner County School System, for a period of three years, August 2016 through July 2019. Services to be evaluated each six months. If not satisfied may be canceled at that time. Sumner County is interested in:

1. Creating strong partnerships with the suppliers of services.
2. Taking advantage of economies of scale to help reduce costs.
3. Better utilization of good quality chemicals for effective treatment.

Bid prices must remain firm throughout contract period. Bid prices must include treatment of the school area and the other location facilities in a separate price list. Simultaneous treatment is vitally important to control pests. Refer to Attachment for the list of schools.

Chemicals used must be USDA approved and have EPA license number. Chemicals used must be effective in treatment of pest control. The chemical Arilon must be used in each school for each month of treatment.

Service to cover 47 cafeteria locations, 47 school locations and 6 Central Office facilities. In addition to regular pest control services, the Contractor providing pest control services shall also include pricing for inspection and treatment of Bed Bugs, Termites, Brown Recluse and Black Widow Spiders on an "as needed basis" for each school.

If there are any questions regarding this solicitation, please call Linda A. Becker, School Nutrition Director, Sumner County Board of Education at 615-451-5217.

Again, we thank you for your interest and participation in our bid for becoming partners in the 2016-2017 School Year.

Sincerely,

Linda Becker, School Nutrition Director
Sumner County School Nutrition Department
Sumner County Schools

BILLING:

One billing shall be submitted once each month to the Sumner County Board of Education. The school cafeteria/kitchen related storage areas will be billed to the School Nutrition Program, 695 East Main Street, Gallatin, TN 37066. The school facilities and the Central Office locations will be billed to the Sumner County Board of Education, Operations Dept., Attention: Chris Cowan, 695 East Main Street, Gallatin, TN 37066. These billings will reflect treatment of all 47 cafeteria locations, 47 school locations and 6 Central office locations for the month.

SPECIFICATIONS:

1. Bidder shall agree to free the kitchen and related storage and cleaning areas and school and building facility areas of all types of insects, rodents, and other pests except termites. The contract shall include all initial inspections and all initial treatments that may be required. The bidder shall spray/treat the area once per month and shall be subject to call to make additional visits to area and perform additional spraying/treatment as may be required to maintain satisfactory results.
2. Bidder shall be an experienced, proven exterminator possessing appropriate licenses for this type of work. The technician who services the school system must be certified for a minimum period of two years. Proof must be provided, (i.e. certification card issued by the Agriculture Department). Service technician must wear and I.D. Badge with a picture on school premises. Name on I.D. Badge must correspond with certification card.
3. Bidder shall use approved methods of extermination and methods and material must be non-flammable, non-injurious, and in compliance with federal, state and EPA laws and regulations. Materials must be specifically approved for the areas in which they are used. All baits for rodents and other pests shall be in receptacles so that children cannot come in contact with the materials.
4. Bidders must submit written plans including methods and materials to be used and the results that can be expected. The written plans must be included with the bid.
5. Performance of Contract: Upon arrival at a school, the pest control technician shall report to the School Nutrition Manager prior to performing any work and they should report to the school administration before treating the school. The School Nutrition Manager will sign the ticket and the school administrator will sign the school ticket after the work has been completed. One copy of the ticket will be left with the Manager and the School Administrator. The service ticket must include: location, date and time, specific problem areas and treatment performed and chemical used.
6. The contract amount will be paid in 36 equal installments. The contractor shall forward the billing to the Sumner County Board of Education, School Nutrition Department and the Operations Department no later than the 3rd of the month following the service with each school location and charge listed. A copy of each service ticket will be attached to an invoice. Statement should list all cafeterias and amount invoiced with a total for all locations.
7. Bidders shall quote a price for 36 months service for 47 Cafeterias at the locations listed and the 47 schools separately at the locations listed. The Board of Education may cancel the contract immediately at any time upon written notice to the contractor if satisfactory service is not rendered. The price per school per month must be itemized.
8. Bidders must show proof of Worker's Compensation Insurance, a minimum of \$1,000,000 general liability insurance.
9. Bidders must submit copies of all requested items with bidding package.

Sumner County Board of Education
Additional scope of services for Pest Control
2016

In addition to the regular pest control services requested for the 2016-2017 school year for Sumner County Schools (Owner), the following services are to be bid as additional services not covered by the general specifications. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturers' label instructions and all applicable Federal, state, and local laws and regulations. The Contractor shall take all necessary precautions to ensure student and staff safety, and all necessary steps to ensure the containment of the pesticides to the site of the application. MSDA sheets on all pesticides used by the Contractor are to be made available to the Owner upon request.

BED BUGS SCOPE OF SERVICE

The Contractor providing pest control services shall also include pricing for inspection and treatment of Bed Bugs on an "as needed basis" when notified by the Owner's designated representative. Those services shall include inspection of the room(s) where infestation is suspected including all areas inside the room such as storage areas, back-packs, lockers, rugs, carpets, school supplied materials (i.e. desks, books, etc.), and any other areas where activity might occur. Treatment of the room where positive identification of activity or indicators is to occur only after approval from the Owner's representative. The room is to be closed off for 48 hours after treatment. Re-inspection of the room(s) is to occur 10 days after treatment. All infested areas are to be treated with both an approved residual and contact chemical in strict accordance with the manufacturers' label instructions.

BED BUG SERVICE PRICING:

Classroom-	Inspection:	_____
	Treatment:	_____
Office-	Inspection:	_____
	Treatment:	_____
Other areas-	Inspection:	_____
	Treatment:	_____

TERMITE SCOPE OF SERVICES

The Contractor providing pest control services shall also include pricing for inspection and treatment of termites on an "as needed basis" when notified by the Owner's designated representative. Those services shall include an inspection of the room and/or areas identified by the Owner where infestation is suspected. The Owner will provide a school generated Work Order that identifies the school and location of suspected activity. If the inspection is positive for subterranean termites, the treatment area is to be ten (10) linear feet in each direction from the identified epicenter of the infestation, on both interior and exterior walls as well as any adjoining interior walls. The treatment product for termites is to be Termidor SC liquid or foam, no substitutions will be allowed. The product type is dependent upon type of area/wall treated. Contractor shall provide a 30 day Retreat Guarantee with re-treatment at the contractor's expense if the infested area is not controlled. All treatments shall comply with all local, Federal, and state laws and regulations for the safe treatment of subterranean termites in an educational facility for students Kindergarten-12 grade.

TERMITE SPOT TREATMENT PRICING:

Price for inspection services: _____
Price for spot treatment up to 90 linear feet of treatment area: _____
Price per linear foot exceeding 90 linear feet: _____

BROWN RECLUSE AND BLACK WIDOW SPIDERS SCOPE OF SERVICES

The Contractor providing pest control services shall also include pricing for inspection and treatment for Brown Recluse and Black Widow spiders on an “as needed basis” when contacted by the Owner’s designated representative. Those services shall include inspection and monitoring of the room(s) and/or areas identified by the Owner where infestation is suspected. Monitors are to be re-inspected after 5 calendar days and the results reported to the Owner. If the monitor contains more than 5 species, or 10 per room with multiple monitors, treatment will be considered. Treatment shall consist of dusting and continued monitoring of the area. Products used are to be EPA approved for safe use in an educational facility for students Kindergarten-12 and consistent with product labeling and MSDA sheets. The contractor shall provide a 30 day guarantee with re-treatment at the contractor’s expense if the spiders are not controlled in the treated area(s).

BROWN RECLUSE AND BLACK WIDOW SERVICE PRICING:

Classroom-	Inspection:	_____
	Treatment:	_____
Office-	Inspection:	_____
	Treatment:	_____
Other areas-	Inspection:	_____
	Treatment:	_____

**COUNTY SCHOOL NUTRITION PROGRAM
BID SHEET FOR PEST CONTROL**

Date Issued: June 2016

The undersigned agrees to bid our requirements for Pest Control for the contract period.

It is the responsibility of the bidder to have his bid mailed to the Larry Riggsbee Support Services Bldg., 1500 Airport Road, Gallatin, TN 37066 in a sealed envelope marked "School Nutrition Bid for Pest Control" on or before the date and time indicated.

Price Per Kitchen: _____

Price Per Location: _____

Company Name	Street Address
Authorized Officer of Agent	City and State
Phone Number	Date
	Zip

**Sumner County
School Nutrition Program
Pest Control Services**

BID INSTRUCTIONS AND CONDITIONS

Attached are instructions and conditions for submitting a Pest Control Services Bid for Sumner County School.

The objective of this bidding effort is to select suppliers in such a manner as to provide for open and free competition and comparability.

BID PERIOD

This bid is for a three (3) year period. The bid period begins August 1, 2016 and ends July 31, 2019.

Sealed, written bids will be received at the time and place specified on the invitation to Bid. Postmark on Bid by the date will not suffice. Bid must be received on/or before date and time stated. Faxed bid documents will not be accepted.

BID RENEWAL

The Sumner County School Nutrition Program's Bid is based on a firm fixed price. Sumner County School Nutrition Program reserves the right to add/or delete products during the contract period. Pricing for added products will be based on a comparison of pricing offered by vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. Sumner County reserves the right to add/or delete schools and add/or delete products.

CONTRACT AWARD

The contract will be awarded to the bidder(s) whose bid, conforming will all the material terms and conditions of the bid document, is the lowest in price for area of distribution. Consideration will be given to all bids properly submitted.

Bids are to be opened at the Larry Riggsbee Support Services Bldg., 1500 Airport Road, Gallatin, TN 37066. The opening of bids will be at the time specified; only the bottom-line total figure will be read at bid opening. All bid documents will be checked for accuracy of mathematical extensions and additions. Bids will also be examined for compliance with specifications and conditions outlined in the bid document.

The bid will be awarded after approval by the Board of Education. Bidders will be notified in writing after Board Approval.

Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review.

Errors discovered after public opening cannot be corrected, and bidder will be bound to honor bids as submitted.

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Linda Becker, Sumner County Schools, 695 E. Main Street, Gallatin, TN 37066 no later than July 19, 2016. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution include:

- a) A meeting with the School Nutrition Director participating in the bid, the hearing official and representative from the disputing party to discuss and resolve the complaint.
- b) A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
- c) All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
- d) The State Agency must be notified of all protests.

BID PREPARATION

Mathematical calculations involving decimals should be carried to two (2) places.

The bid sheet and bid document must be complete, as outlined in the bid conditions. All bids must be signed by a person with authority to bind the bid. The attached contact agreement, Buy American waiver form, debarment/suspension certification statement, and certificate of lobbying must be filled out and signed. All original forms must be signed in blue ink by a person with authority to bind the bid.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once request clarification from Linda Becker, Sumner County School System, Director of School Nutrition, (615) 451-5217, linda.becker@sumnerschools.org.

The bid document, contract agreement, debarment/suspension certification statement, certificate of lobbying, Buy American waiver form, and list of schools bid should be sealed in an envelope that is labeled according to the direction stated below.

Mark Bid: **BID: School Nutrition Program
for Pest Control Services**

The bid should then be mailed or delivered to the following address:

Mail Sealed Bid to: Larry Riggsbee Support Services Bldg.
1500 Airport Road
Gallatin, TN 37066

SERVICE LEVEL

The contractor shall fill all original orders and services rendered on the scheduled delivery day. The remaining items shall be delivered on the next service day.

SPECIFICATIONS

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

DELIVERY/SERVICES RENDERED

Services shall be made to the school Monday thru Friday between the hours of 6:30 a.m. and 2:00 p.m. Exceptions to this time frame must be approved on a case by case basis by the School Nutrition Supervisor. The School Nutrition Supervisor shall arrange service schedules. Services shall **NOT** be rendered after 2:00 p.m. Managers will not be expected to extend working hours to receive late services!

Delivery/Service schedules will be altered to meet holiday and inclement weather schedules. Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery/service day, the delivery/service shall be made on a day to be mutually agreed upon by the school district and the successful contractor.

Products/Services must be delivered inside the cafeteria/food preparation area. The manager or designee will check the items delivered against the requisition/purchase order and invoice at the time of deliver/service with both the manager or designee and the driver signing the appropriate forms.

The School Nutrition Program shall retain the right to reject any or all of a delivery/service that does not meet product specifications.

Failure of any delivered item to conform with specifications as bid shall constitute a default in the contract and shall subject the vendor to the penalties that may be assessed to them.

If a vendor fails to deliver or service on a specified date, and does not notify the School Nutrition Program Supervisor, the School Nutrition Supervisor reserves the right to terminate this contract in whole or in part after notification in writing.

The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.

SCHOOLS INCLUDED AND SCHOOL CALENDAR

(See Attachment page 14-16, Calendar page 21)

VENDOR QUALIFICATION

Potential Bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions
- Demonstrate successful past performance

A potential bidder may be rejected for one or more of the following reasons:

- Inadequate or unacceptable product lines
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume

- Inadequate truck fleets to handle predicted volume of goods
- Inadequate sanitation
- Documented unacceptable product

SELECTION OF VENDOR

It is the intent of Sumner County School Nutrition Program to involve and utilize the best product/services at the best price and provide small minority firms, women’s businesses and labor surplus area firms with increased opportunity to do business with the School Nutrition Program. Regardless of the procurement method used, price is the final determining factor in selecting the successful vendor.

Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

PENALTIES TO VENDORS

- A. Any one or a combination of penalties for failure to perform listed as follows may be used:
1. Cost adjustment
 2. Termination of contract
 3. Suspension from bidding during next bid period
 4. Legal action and civil penalties
 5. Criminal action

TERMINATION FOR CONVENIENCE

The School District may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School District. The School District shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

TERMINATION FOR CAUSE

If the Contractor fails to perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the School District shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

- a) The School District will provide notification of termination for cause in writing. This notice will:
 - (1) specify in reasonable detail the nature of the breach;
 - (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and
 - (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the School District with a written request detailing the efforts it will take to resolve the problem and time period for such resolution. This opportunity to “cure” shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The School District will not consider a request to cure contract performance where there have been repeated problems with respect to

identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of School District operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.

Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the School District for damages sustained by virtue of any breach of this Contract by the Contractor.

BREACH

A party shall be deemed to have breached the contract if any of the following occurs:

1. Failure to provide products or services that conform to contract requirements or
2. Failure to maintain/submit any report required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract
4. Violation of any warranty

CONTRACTOR BREACH

SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of breach, the School system may take any one, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School System determines that the Vendor has cured the breach, shall never be paid to the Vendor;
3. Set off against any other obligation the School System may owe to the Vendor any damages the School System suffers by reason of any event of breach;
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

PARTIAL DEFAULT

In the event of a breach, the School District may declare a partial default.

CONTRACT TERMINATION

In the event of a breach, the School District may terminate the contract immediately or in stages. The Contractor shall be notified of the termination in writing by the School District. Said notice may specify either that the termination is to be effective immediately, on the date certain in the future, or that the contractor shall cease operations under this contract in stages. In the event of a termination, the School District may withhold any amounts which may be due the Contractor without waiver of any other remedy of damages available to the School District at law or equity.

SCHOOL DISTRICT BREACH

In the event of a breach of contract by the School District, the Contractor shall notify the School District in writing within 30 days of any breach of contract by the School District. Said notice shall contain a description of the breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the School District's breach. In no event shall any breach on the part of the School District excuse the Contractor from full performance under this contract. In the event of breach by the School District, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the School District written notice and opportunity to cure as described herein operates as a waiver of the School District's breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such a claim within one (1) year of the written notice of breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a contractual period of limitations for any claim brought by the Contractor.

INVOICES AND STATEMENTS

All monthly statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH.

Three (3) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee; show quantity and price of each item delivered and total amount of the order.

Unsigned invoices will not be paid.

If an item must be returned or is rejected, the invoice must be signed by the manger or designee and the person delivering.

At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school shall be mailed to the following address:

Sumner County School Nutrition Program
695 E. Main Street
Gallatin, TN 37066

PAYMENTS

Invoices will be balanced with the statement and processed for payment. Statement should include any credits issued during the month.

All schools serviced under this contract are tax exempt.

REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60)

- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulation.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- Bidders must comply with the “Buy American” provision as outlined in Policy Memorandum 210.21-14.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

1. No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
2. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - a) The employee, officer or agent
 - b) Any member of the immediate family
 - c) His or her partner
 - d) An Organization which employs or is about to employ one of the above.
3. The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
4. Penalties for violation of the code of conduct of named School Nutrition Program should be:
 - a) Reprimand by Board of Education;
 - b) Dismissal by Board of Education;
 - c) Any legal action necessary.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;*
- (2) fax: (202) 6907442; or*
- (3) email: program.intake@usda.gov.*

This institution is an equal opportunity provider.

Sumner County Schools Cafeterias

GALLATIN SCHOOLS

Benny Bills Elementary
Gallatin Senior
Guild Elementary
Howard Elementary
R.T. Fisher Alternative
Rucker Stewart Middle
Joseph Shafer Middle
Station Camp Elementary
Station Camp Middle
Station Camp Senior
Union Elementary
Vena Stuart Elementary

HENDERSONVILLE, GOODLETTSVILLE AND MILLERSVILLE SCHOOLS

Beech Elementary
Beech Senior Annex – (No Cafeteria)
Beech Senior
Gene W. Brown Elementary
George Whitten Elementary
Hendersonville Senior
Indian Lake Elementary
Jack Anderson Elementary
Knox Doss @ Drakes Creek Middle
Lakeside Park Elementary
Madison Creek Elementary
Merrol Hyde Magnet School
Millersville Elementary
Nannie Berry Elementary
Robert Ellis Middle
T. W. Hunter Middle
V. G. Hawkins Middle
Walton Ferry Elementary
William Burrus Elementary

PORTLAND SCHOOLS

Clyde Riggs Elementary
J.W. Wiseman Elementary
North Sumner Elementary
Oakmont Elementary
Portland Gateview Elementary
Portland East Middle
Portland West Middle
Portland Senior
Watt Hardison Elementary

BETHPAGE SCHOOL

Bethpage Elementary

WESTMOERLAND SCHOOLS

Westmoreland Elementary
Westmoreland Middle
Westmoreland Senior

WHITE HOUSE SCHOOLS

H.B. Williams Elementary
White House Middle
White House Senior Annex
White House Senior

CENTRAL OFFICE FACILITIES

Maintenance Department
Transportation Department
Material Center
E. B. Wilson Building
Teacher Center
Central Office Building

Sumner County Schools Addresses

Jack Anderson Elementary
250 Shutes Lane
Hendersonville, TN 37075

Beech Elementary
3120 Long Hollow Pike
Hendersonville, TN 37075

Beech Senior
3126 Long Hollow Pike
Hendersonville, TN 37075

Benny Bills Elementary
1030 Union School Road
Gallatin, TN 37066

Bethpage Elementary
420 Old Highway 31E
Bethpage, TN 37022

Clyde Riggs Elementary
211 Fountain Head Road
Portland, TN 37148

Gallatin Senior
700 Dan P. Herron Drive
Gallatin, TN 37066

Gene Brown Elementary
115 Gail Drive
Hendersonville, TN 37075

Guild Elementary
1018 South Water Street
Gallatin, TN 37066

H. B. Williams Elementary
115 South Palmers Chapel Road
White House, TN 37188

Hendersonville Senior
123 Cherokee Road
Hendersonville, TN 37075

Portland Gateview Elementary
1098 Gateview Drive
Portland, TN 37148

Howard Elementary
805 Long Hollow Pike
Gallatin, TN 37066

Indian Lake Elementary
505 Indian Lake Road
Hendersonville, TN 37075

J. W. Wiseman Elementary
922 South Broadway
Portland, TN 37148

Knox Doss @ Drakes Creek
1338 Drakes Creek Road
Hendersonville, TN 37075

Lakeside Park Elementary
204 Dolphus Drive
Hendersonville, TN 37075

Madison Creek Elementary
1040 Madison Creek Road
Goodlettsville, TN 37072

Merrol Hyde Magnet School
128 Township Drive
Hendersonville, TN 37075

Millersville Elementary
1248 Louisville Hwy.
Goodlettsville, TN 37072

Nannie Berry Elementary
138 Indian Lake Road
Hendersonville, TN 37075

North Sumner Elementary
1485 North Sumner Road
Bethpage, TN 37022

Oakmont Elementary
3323 Highway 76
Cottontown, TN 37048

Union Elementary (Year Round)
516 Carson Street
Gallatin, TN 37066

Portland Middle East
604 South Broadway
Portland, TN 37148

Portland Middle West
110 Nolan Private Drive
Portland, TN 37148

Portland Senior
600 College Street
Portland, TN 37148

R. T. Fisher Alternative School
455 North Boyers Street
Gallatin, TN 37066

Robert Ellis Middle
100 Indian Lake Road
Hendersonville, TN 37075

Rucker Stewart Middle
350 Hancock Street
Gallatin, TN 37066

Shafer Middle
240 Albert Gallatin Blvd.
Gallatin, TN 37066

Station Camp Elementary
1020 Bison Trail
Gallatin, TN 37066

Station Camp Middle
281 Big Station Camp Blvd.
Gallatin, TN 37066

Station Camp Senior
1040 Bison Trail
Gallatin, TN 37066

T. W. Hunter Middle
2101 New Hope Road
Hendersonville, TN 37075

V. G. Hawkins Middle
487-A Walton Ferry Road
Hendersonville, TN 37075

Vena Stuart Elementary
780 Hart Street
Gallatin, TN 37066

Walton Ferry Elementary
732 Walton Ferry Road
Hendersonville, TN 37075

Watt Hardison Elementary
300 Gibson Street
Portland, TN 37148

Westmoreland Elementary
4178 Hawkins Drive
Westmoreland, TN 37186

Westmoreland Middle
4128 Hawkins Drive
Westmoreland, TN 37186

Westmoreland Senior
4300 Hawkins Drive
Westmoreland, TN 37186

White House Middle
2020 Hwy. 31W
White House, TN 37188

White House Senior Annex
111 Meadow Road
White House, TN 37188

White House Senior
508 Tyree Springs Road
White House, TN 37188

George Whitten Elementary
140 Scotch Street
Hendersonville, TN 37075

William Burrus Elementary
1336 Drakes Creek Road
Hendersonville, TN 37075

**Sumner County
School Nutrition Program
Pest Control Services
SY 2016-2019**

CONTRACT AGREEMENT

We have carefully examined and fully understand the **GENERAL BID CONDITIONS** in furnishing the Sumner County School Nutrition Program Pest Control Services Bid prices for items requested.

In compliance with the bid awards, and subject to all terms and conditions listed on the **GENERAL BID CONDITIONS**, the undersigned offers and agrees to sell to the **Sumner County School Nutrition Program** all items as quoted. It is understood that all prices quoted include any and all delivery charges and are not subject to finance charges.

COMPANY REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP CODE

DATE

TELEPHONE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

(Before completing certification, read instructions)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.**
- (2) Where the prospective lower tier participant is unable to certify to any of the statement in this Certification, such prospective participant shall attach an explanation to this proposal.**

Organization Name

Bid Number

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntarily Exclusion – Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check with the Non-procurement List.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transaction authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official

Signature

Certificate of Independent Price Determination

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each part thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) no attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, and offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and he or she has not participated, and will not participate, in any action contrary to (A)(3) above; or
- (2) he or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such person have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3).

Signature of Vendor's Authorized Representative

Title

Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may jeopardized the independence of the offer referred to above.

Signature of Vendor's Authorized Representative

Sumner County Board of Education

695 E Main Street

Gallatin TN 37066-2472

Calendar 2016.17SY

Wednesday, July 27, 2016

New Student Registration *(at each school)*

Approved by Board of Education 11/17/15 rev 01.19.16

TBA
Mon-Tues, August 1-2, 2016

New Teacher PD
Administrative Days #1 & #2 for teachers *(no students)*

T B A *(at each school)*

Mon-Tues, August 1-2, 2016

(at each school)

Evening Registration & Open House per school schedule

Wednesday, August 03, 2016

Professional Development Day #1 for teachers *(no students)*

(at each school)

Thursday, August 04, 2016

Professional Development Day option for teachers *(no students)*

(at each school)

Friday, August 05, 2016

Monday, August 08, 2016

Monday, September 05, 2016

Wednesday, October 05, 2016

Thursday, October 06, 2016

Friday, October 07, 2016

Administrative Day #3 for teachers
Professional Development Day #2 for teachers

Schools closed

Full day of instruction

Labor Day--schools & Central Office closed

End 1st term 1st nine weeks

(no students)

(no students)

(Parent Conferences at each school)

(at each school)

Mon-Fri, October 10-14, 2016

Monday, October 17, 2016

Tuesday, November 08, 2016

Professional Development Day #3 for teachers

Fall Break

Begin 1st term 2nd nine weeks

(no students)

(at each school)

Wed-Fri, November 23-25, 2016

Mon-Wed, December 19-21, 2016

Last day prior to Winter Break

End 1st term 2nd nine weeks

Thurs-Tues, Dec 22-Jan 03, 2017

Wednesday, January 04, 2017

Thursday, January 05, 2017

Monday, January 16, 2017

Monday, February 20, 2017

Tuesday, February 21, 2017

abbreviated day for students

Thanksgiving--schools & Central Office closed

Exam Days

Wednesday, December 21, 2016

End of 1st term

Winter Break

Administrative Day #4 for teachers

(no students)

First day for students following Winter Break

Professional Development Day option for teachers

(no students)

Professional Development Day option for teachers

(no students)

(Parent Conferences at each school)

Stockpiled Day--*may be converted to regular instruction day upon need (no students)*

Friday, March 17, 2017

Mon-Fri, Mar 20-24, 2017

Monday, March 27, 2017

Friday, April 14, 2017

Friday, April 21, 2017

End 2nd term 1st nine weeks

Spring Break

Begin 2nd term 2nd nine weeks

No School

Kindergarten registration for incoming students for *(Scheduled at each school with K)*
2017.18SY

Exam Days

Mon-Wed, May 22-24, 2017

Thursday, May 25, 2017

Friday, May 26, 2017

End 2nd term 2nd nine weeks

Monday, May 29, 2017

Administrative Day #5 for teachers

(no students)

Report Card Day

abbreviated day for students

End of 2nd term

End of School Year

Memorial Day--Central Office closed

Time is stockpiled as per state law to allow for up to thirteen days of school being missed due to "dangerous or extreme weather conditions" or "upon approval by the [SDE] Commissioner . . . in case of natural disaster, serious outbreaks of illness affecting or endangering students or staff, or dangerous structural or environmental conditions rendering a school unsafe for use." Days stockpiled in this manner are NOT subject to being "taken off" if not used in a school year. [TCA 49-6-3004] One of these days is used in this calendar: **02/21/2017**--Parent Conference day. There are **12** available days remaining, and this day is available to be converted to a regular instruction day upon discretion of the School Board.

State law (Tennessee Code Annotated--TCA) requires 10 administrative & in-service days [also referred to as Professional Development Days]. At least 5 of these days must be used for in-service, and 1 administrative day must be a Parent Conference day.

This calendar schedules four [4] administrative days in addition to one [1] Parent Conference day, and five [5] allowable in-service days.

1/26/2016

SUMNER COUNTY BOARD OF EDUCATION

Purchasing Department
1500 Airport Road
Gallatin, TN 37066

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL _____

AUTHORIZED COMPANY REPRESENTATIVE _____ *SIGNATURE*

AUTHORIZED COMPANY REPRESENTATIVE _____ *PRINTED*

DATE _____

BID TITLE 20160712-02 PEST CONTROL SERVICES

DEADLINE JULY 12, 2016 10:30 AM LOCAL TIME

BID TOTAL \$ _____

BID GOOD THRU _____

NOTES: _____

