

Request for Proposal
Safety/Sanitation System and Services RFP # 2
School Nutrition Department
Sumner County School System
695 East Main Street, Gallatin, TN 37066

The School Nutrition Department of the Sumner County School System is seeking your firm's participation in our Request for Proposal for Safety/Sanitation System and Services. The objective of this RFP is to select one responsive, and responsible proposer, that has the best overall pricing, including quality and convenience of products/materials, Health and Safety Plan, knowledge of program, and quality of references and contracts, as determined by the scoring criteria contained herein. The RFP is being requested in this manner to determine the best supplier to meet the system's unique needs on the items and services requested in this RFP and attached specifications.

The School Nutrition Department of the Sumner County School System is under no obligation to accept any proposal and reserves the right to accept or reject any or all proposals, making such selections as in its judgment is best suited for the purpose intended, creating strong partnerships with direct suppliers of goods, taking advantage of economies of scale to help reduce operating cost, and driving revenues through increased participation.

If there are any questions regarding this RFP, please contact Dawn Botensten via email at dawn.botensten@sumnerschools.org no later than Friday, June 9 at 1 p.m. Central Time. All questions must be submitted via e-mail.

Sealed Proposals must be mailed, delivered, and received at the following address by June 15, 2023, at 10:00 a.m. Central Time.

Sumner County School System
School Nutrition Department
695 East Main Street
Gallatin, TN 37066

All RFPs must be enclosed in a sealed envelope and marked in the lower left corner: Sumner County School System - School Nutrition Department

Sealed RFP # 2
SY 2023-2024
Safety/Sanitation System and Services
RFP Opening: Monday, June 19, 2023, at 10:00 a.m. Central Time.

Again, we thank you for your interest and participation in our RFP for partners for the 2023-2024 school year.

Sincerely,



Dawn Botensten
School Nutrition Director

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, religion, sex, gender identity (including gender identity), sexual orientation, disability, age; marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs), Remedies and complaint filing deadlines vary by program or incident. 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 responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and tender.

RFP INSTRUCTIONS

The School Nutrition Department of the Sumner County School System is requesting a Request for Proposal for Safety and Sanitation System and Services, RFP #2.

1. **General:** Attached are instructions and conditions for submitting an RFP to the School Nutrition Department of the Sumner County School System hereinafter referred to interchangeably as SCSS. It shall be the responsibility of the proposer to submit an RFP in full compliance with the conditions of this proposal. Every proposer must be registered as a bidder/proposer with the Sumner County School System. The objective is to select suppliers in such a manner as to provide for open and free competition, providing opportunities for small, minority owned, and women owned business enterprises, as well as labor surplus firms, and use these entities whenever

possible. State of Tennessee contract prices for local governmental agencies will be considered as an RFP. Quotations on items will not be accepted by phone before or after the RFP opening for formal invitations on a Request for Proposal. All questions regarding this bid must be submitted via e-mail. The award of the RFP will be determined by the following scoring criteria:

- Total Program Cost 25 pts.
- Quality and Convenience of Cleaning Materials 20pts.
 - Method of dispensing product/packaging
 - Effectiveness of cleaning product
 - Product appropriateness for School Food Service Environment
 - Clarity of user instruction, written directions
 - Safe use for employees
 - Environmentally friendly
- Health and Safety 20 pts.
 - HACCP Plan
 - Proposal for Standard Operating Procedures
 - Staff Training Plan and frequency
 - Program Verification
 - All products must comply with all federal, state, and local health and safety requirements.
- Knowledge of Program 20 pts.
 - Demonstrated knowledge of School Nutrition/USDA regulations and guidelines.
 - Commitment/preparedness for multi-site training and response plan
 - Familiarity with School Food Service Environment and USDA regulations
 - And guidelines Knowledge of OSHA Guidelines
- Quality of References and Contacts 15pts.
- Quality of References and Contacts 15 pts.
 - Letters of recommendation/length of relationship
 - Number of other school districts using system
- Total Possible Score 100 pts.

Confirmation (such as certifications. etc.) of above criteria should be included with the RFP submission.

Service Specifications: The successful vendor will provide a complete School Nutrition Safety/Sanitation System to Sumner County School Nutrition Dept. Training, on-site monitoring, just-in-time delivery of chemicals/cleaning supplies, and a standardized system of reporting are integral parts of the service required. The service should include, but not be limited to:

- A set of color-coded Material Data Sheets on all chemicals and detergents used in school kitchens, posted in accordance with OSHA's Hazardous Communication Act. The vendor will ensure all mixing and usage charts and other instructional materials are posted in

School Nutrition areas. e Annual, and as-needed, on-site training with subsequent site monitoring on effective use and inventory control of chemicals and cleaning supplies.

- Personnel instruction on food safety following industry best practices under the direction of a certified HACCP instructor.
- Annual and as needed, on-site training with subsequent site monitoring on workplace safety etc. with reports sent to the SNP Director.
- A Procedure and Reference Guide in a washable binder for each site, outlining the safe and effective use of cleaning chemicals and supplies, safe food handling, and workplace safety.
- A clean, concise system of reporting by site and collectively, all service calls, training experiences, site observations and cleaning supplies/chemicals delivered to Sumner County School System cafeterias; reporting in an electronic format is preferred.
- Timely delivery of cleaning supplies and chemicals to each site, in sufficient quantities, to enable each kitchen to meet the county's Health Department required level of sanitation.
- Service will also be continued for all sites "opened" for summer school/summer programs; service will be continuous for sites that have year-round school sessions.

Vendor Service Requirements

- Initial ongoing site-based sanitation and safety in-service training. In-service visits every two weeks during initial training period, or as needed, and/or requested by site manager. Initial training period should be for a period that is not less than one month.
- Computerized service reports after each visit, sent to the School Nutrition Director. Reports will include date and time spent at each site and a brief description of the training and services provided.
- Implementation of complete program to each site will be completed by July 28, 2017. Vendor will provide sufficient service personnel to coordinate complete implementation of program.
- Vendor representative will ensure all necessary Material Data Sheets for all products are posted in each school site in accordance with OSHA's Hazardous Communications Act.
- All charts, posters, instructional materials, support materials, bottles, containers, etc. will be in English and in Spanish upon request. All equipment will also be labeled with instructions in the before mentioned languages.
- Awarded vendor shall provide direct delivery, to each school site cafeteria, of cleaning items, training materials, etc.
- Awarded vendor representative MUST be certified to teach Employee programs. Successful bidder must submit a copy of certification. Awarded vendor shall provide training in preparation for the National Restaurant Association ServSafe Certification, upon request. Training would be no more than three times a year.
- Awarded vendor shall provide annual HACCP review training for all management staff.

- Qualifying vendor shall have as an integral part of the program an inventory management system which shall maintain inventory supplies of all needed materials delivered to sites without need of additional purchase orders, requisitions, or receiving tickets by the district. Vendor shall maintain par levels adequate for individual site's needs.
- Vendor will agree to a 48-hour response time to any location with re-supply needs or technical needs.

Material Specifications: The successful vendor must provide and deliver to each site, as a condition of this contract and at no additional cost to Sumner County, cleaning chemicals and supplies in sufficient quantity to meet the levels of sanitation required by each school cafeteria within the Sumner County School System and school systems' County Health Department.

Product Specifications: Package labeling must exhibit clear dilution and use directions in English and Spanish. Detergents must dilute instantly in hot or cold, hard, or soft water. Products shall make an effective cleaning solution, which leaves no film or residue, and shall not stain or discolor equipment when used at recommended proportions. At minimum, these chemicals and supplies must include:

- **All-Purpose Cleaner (for floor cleaning and spray applications)**
To be used with manual or mechanical methods for floors and all washable hard surfaces. Biodegradable and phosphate free. Not affected by freezing. Ultra-low VOC content. To be a low sudsing, easy to rinse detergent. Product to be biodegradable and make a clear, soluble solution which leaves no film or residue and not stain or discolor when used at recommended proportions. Instant dilution in hot or cold, hard, or soft water. Chemical composition: Concentrated liquid blend of organic detergents, solvents, water conditioners and alkaline builders; pleasant scent. Must be pre-measured portion-packed in easy-to-handle packaging. Must have no OSHA Hazcom Standard hazards CFR 1910.1200.
- **Multi-Purpose Degreaser (for degreasing floors and spray applications)**
To be used for heavy-duty cleaning, degreasing of floors, School Nutrition equipment and other difficult-to clean surfaces. Product to be biodegradable/phosphate free and must dilute in hard or soft, hot, or cold water. Not affected by freezing. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Must be ultra-low VOC Must be pre-measured portion-packed in easy-to-handle packaging. Must have no OSHA HazCom Standard hazards CFR 1910.1200.
- **Concentrated Liquid Pot and Pan Detergent**
Biodegradable and phosphate free. Not affected by freezing. Ultra-low VOC content. To be a high sudsing, easy to rinse detergent. Product to be biodegradable with instant dilution in hot or cold, hard, or soft water. Chemical composition: Concentrated liquid blend of organic detergents, solvents, water conditioners and alkaline builders; pleasant scent. Must be pre-measured portion-packed in easy-to-handle packaging. Must have no OSHA HazCom Standard hazards CFR 1910.1200.

- **Sanitizer (quaternary solution-no chlorine)**

Concentrated liquid blend of quaternary ammonium compounds for use in manual ware-washing applications, to include sanitizing pots, pans, equipment, food contact surfaces, and wiping cloths. Must be EPA registered. Product to be biodegradable and must dilute in hard or soft, hot, or cold water. Provide active quaternary sanitizer equivalent to 50 ppm available chlorine. No potable water rinse required. Product must not be affected by freezing. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Must be pre-measured portion-packed in easy-to-handle packaging. Test strips must be supplied with this product, at no additional charge.

- **Dish Machine Wash Detergent** To be used with mechanical methods.

To be a low sudsing, easy to rinse detergent. Product to be biodegradable and make a clear, soluble solution which leaves no film or residue and not stain or discolor when used at recommended proportions. Must dilute in hard or soft water, and rinse quickly. Chemical composition: Concentrated liquid blend of organic detergents, solvents, water conditioners and alkaline builders; pleasant scent. Containing no phosphates or NTA. Must be packaged in closed loop containers, typically in one gallon size.

- **Dish Machine Wash Detergent**

To be used with mechanical methods. To be a low sudsing, easy to rinse detergent. Product to be biodegradable and make a clear, soluble solution which leaves no film or residue and not stain or discolor when used at recommended proportions. Must dilute in hard or soft water, and rinse quickly. Chemical composition: Concentrated liquid blend of organic detergents, solvents, water conditioners and alkaline builders; pleasant scent. Containing no phosphates or NTA. Must be packaged in closed loop containers, typically in one gallon size.

- **Dishwashing Rinse**

Must be used in high and low temperature applications as well as hard and soft water. Must rinse quickly and easily from surfaces and promote spot free drying.

- **Dish Machine Delimer/Descaler**

Rids dish machine of scale and lime formations, due to hard water precipitates. Product must brighten, degrease, delime, and descale internal surfaces of machine, and remove rust, oxidation, scum, and mineral deposits. Must be safe for use on stainless, chrome, and brass surfaces.

- **Dish Machine Low Temperature Sanitizer**

Chlorine sanitizer effective in low temperatures and hard or soft water. Must fully comply with all local Health Department regulations. Test strips must be provided at no additional charge.

- **Germicidal Detergent (for cleaning and disinfecting)**

Concentrated liquid quaternary ammonium compound or equally effective compound to provide a broad spectrum of effectiveness against a variety of gram positive and gram-negative organisms including antibiotic resistant staphylococcus, HIV-I, MRSA, Influenza A; clean all surfaces including those that are resilient; rid odors by removing odor-forming bacteria; leave no masking or cover-up odor. Must be biodegradable and equal to EPA registration No. 8722-1, USDA list category D-1. Product shall make a clear, with instant dilution in hot or cold, hard, or soft water, soluble solution which will leave no film or residue and shall not stain or discolor when used at recommended proportions. Product must not be affected by freezing. Must be EPA registered and have no OSHA HazCom Standard hazards CFR 1910.1200. Must be pre-measured portion packed in easy-to-handle packaging.

- **Combination Oven Cleaner/Degreaser**

Alkaline degreaser for use on combination ovens. This product should be suitable for manual cleaning or automatic dosing. This product should have controlled foam levels and be effective for the removal of food deposits, grease, oils, and carbonized materials. Suitable for use in both atmospheric and non-atmospheric (pressurized) ovens.

- **Combination Oven Delimer**

Descaling acid product solvent designed to keep the combination ovens, steamers, and other steam operating equipment at peak performance. Penetrates and removes mineral deposits, water scale, lime, rust, and other water-formed deposits. Product must be able to be used in diluted form on exterior stainless surfaces for cleaning.

- **Combination Oven Rinse**

Combination oven rinse, dosed automatically, that neutralizes any alkaline detergent residue and ensures an effective rinse process. Reduces water spot markings and helps to control water scale. Product must be suitable for both atmospheric and non-atmospheric (pressurized) ovens.

- **Bio Cleaner (for floors, drains, grease traps, and degreasing hard surfaces)**

Product must be an enzyme-producing bacteria which digests organic material so it can no longer produce odors. Product must be non-staining, residue free, instant dilution in hot or cold, hard, or soft water, and not be affected by freezing. Biodegradable and phosphate free. Ultra-low VOC content. Must have no OSHA HazCom Standard hazards CFR 1910.1200. Must be pre-measured portion-packed in easy-to-handle packaging.

- **Anti-Microbial Liquid Hand Soap**

Product must be an anti-microbial hand cleaner with strong washing power and good skin compatibility. Must clean all light dirt without the use of scrubbers or solvents. Product must prevent excessive swelling of the skin. Must maintain the skin's natural protective acid mantle, which serves to protect it from bacterial or fungal infection. Must

be a clear, viscous liquid or foam: density (at 20 °C) approximate 1.03 g/cm³; pH 6 to 8. Must be packaged in ready to use containers that are used in conjunction with a dispenser or be able to be poured into a dispenser. Product will be unscented or lightly scented.

- Medicated Hand Cream/Lotion

Product must be only slightly oily/fatty, silicone-free skin care lotion, which spreads easily, works well into skin, and leaves no residual fat layer. Product must break the dry skin cycle and restore the skin's natural moisturizing properties. Must be suitable for the face and all parts of the body it may contact. Product must be white or clear, silicone-free of the water-in-oil emulsion type. Must be packaged in ready-to-use containers or individual tubes for ease of use. Stockhausen-Stocko Lotion or approved equal.

- Protective Barrier Cream

Product to be a water-repellent protective cream for the skin for use against aqueous media such as cleaning and disinfectant agents, acids, alkalis, and water mixed oils. Slightly scented or unscented, fatty, silicone free cream of the water-in-oil emulsion type. Product to be packed in individual portion packets or easy to use tubes. Stockhausen-Stocko Lotion or approved equal.

Other items to be included (at no additional cost), but not limited to:

- Elbow-length pot and pan gloves
- Flexible gloves appropriate to wear when cleaning
- Green scouring pads
- Oven scrapers
- Goggles
- Sanitizer test kits
- Dispensing equipment (with OSHA compliant labeling and instructions)
- Hand sanitizer
- Pouch cutters
- Color coded labeled bottles
- Sink labels
- Instructional placards
- Procedure and reference guides

Materials/Ancillary Items Vendor to Provide

- Vendor will provide MSD sheets, temperature logs, procedures for cleaning materials, charts, posters, and any training materials pertinent to employee training and follow-up. Adhesive or method to secure posters etc. at each site must be provided.
- Vendor will provide notebooks, binders and any materials deemed necessary for proper documentation and training for each school site.

- Vendor will provide pack cutters, sanitizer test kits, sanitizer logs, oven scrapers, spray bottles, dispensing equipment, dishwashing gloves and goggles as needed, including re-supply throughout the program.
- Vendor will provide English and Spanish (if available) training videos, which will include all the facets of the program to the School Nutrition Department to be used for continuous training and retraining of staff and new employees. These videos will not replace the personalized training provided by the service personnel. Spanish training videos will be provided upon request.
- Vendor to provide procedure and reference manual covering the mixing, use, and application of all materials used in the program. Reference guide to be complete with bilingual usage, application tools, and task list.
- Vendor to provide, after the implementation period, a detailed schedule of all service call times and dates for each site per semester.
- Vendor will provide a staff recognition and motivation program tied into the monthly site visits utilizing a site visit, grade sheet, or rating sheet. Recognition will be on a monthly and yearly basis, based on the director's request. The School Nutrition Department and vendor will determine the details.
- Service will also be continued for all sites "opened" for summer school/summer programs. Service will be continuous for sites that have year-round sessions.
- Vendor must provide a minimum of (3) three written references (with contact person and phone number included) from school districts of comparable size where the vendor has the program in use. Each reference must be from a different school district.
- Vendor shall be sole contractor and shall fulfill all items and requirements of the proposal.

*Dispensing equipment for these products must be provided, installed at each hand-washing sink in every school kitchen, and maintained as a condition of this contract.

Tie RFPs will be decided by the School Nutrition Director, all factors being equal pre-approved alternates must be clearly marked with the words "alternate*". The specifications are intended only to indicate the general character, style, and quality of the items desired. Bidders/Proposers are encouraged to offer equipment, supplies or service either: (1) as specified herein; or (2) equal in character, style and quality to items specified herein. Bidder/Proposer must warrant that his/her product will be equal or better than specified; otherwise, merchandise will be returned at bidders/proposed expense. If the bidder/proposer does not indicate otherwise, the bidder/proposer will furnish the exact item(s) specified in this invitation. When requested, or when a bidder/proposer is in doubt as to whether or not his/her product is equal or better, samples, specific information, specification, technical data, material data sheets, and/or demonstrations must be furnished for our inspection and/or testing at no expense to the Board of Education. If sample item(s) are not destroyed in testing, bidders/proposers may pick up their samples from the School Nutrition Department.

2. **Proposal Period:** Sealed written RFPs will be received at the time and place specified on the Invitation for a Request for Proposal. Postmark on the proposal by this date will not suffice. RFPs must be received on/or before the date and time stated. Faxed or electronically sent RFP documents will not be accepted. Each vendor shall be responsible for seeing that his/her RFP arrives in time to be considered. Incorrect filing, mailing, or lateness resulting from the United States Post Office shall not be an acceptable reason for late receipts and such RFPs shall not be accepted. The only late RFPs that may be considered are those proposals that are delayed as a result of incorrect handling by employees of the Sumner County School System. The prices in this proposal shall be considered firm and fixed for the first year (2023-2024) of the established RFP, and the first subsequent renewal year (2024-2025), if both parties agree to renew for the first renewal year.
3. **Proposal Renewal:** This proposal is for one year, beginning July 1, 2023 - June 30, 2024, and may be renewed for four additional years (July 1, 2024 - June 30, 2025, July 1, 2025 - June 30, 2026, July 1, 2026 - June 30, 2027, and July 1, 2027-June 30, 2028), for a total of five years, if both the Sumner County School Nutrition Program and the selected vendor are in agreement. Prices contained in the initial RFP submission and the first subsequent renewal year will be considered "firm" and "fixed." Petitions for price changes (increases or decreases) may be requested in writing by the successful proposer or the Sumner County School Nutrition Program for the second through fourth renewal years, no later than February 15th of each subsequent renewal year. Both parties must come to a mutual agreement to accept any price increase or decrease after the first renewal year, and any increase presented may not exceed the percentage change in the Southern Region CPI Index.

For Example:

The following formula will be used in the computation of percent change:

Figure A - CPI for established price index for the latest month published.

Figure B - CPI for established price index for ONE YEAR prior to latest month published

EXAMPLE Calculation:

PPI for Figure A (239.337) minus CPI for Figure B (230.768) divided by CPI for

Figure B $239.337-230.768=8.579/230.768=.03713 \times 100 = 3.7\%$

Bidders/Proposers are invited to attend RFP openings. All responses will be evaluated and considered per

RFP requirements, and bidders/proposers will be notified via e-mail of the successful RFP.

A copy of awarded RFPs will be available to vendors within ten (10) working days after the RFP opening. All bidders/proposers must agree to comply with all of the following RFP specifications:

It is Sumner County School Nutrition Department's intent to purchase the item(s) specified in this RFP, but Sumner County reserves the right to substitute products on a limited basis during the RFP award period, if it is determined necessary due to a lack of acceptability, failure to meet quality/standards/USDA guidelines, or manufacturers develop new products. Pricing for substituted products must be consistent with RFP pricing of

comparable items at the time the RFP is awarded. Sumner County School Nutrition Department shall be notified of all substitutions and/or deviations from the original RFP. Products/specifications must be submitted prior to shipment/delivery, with written approval supplied by Sumner County School Nutrition Department to the Vendor.

4. **Proposal Preparation:** All proposals shall be in accordance with the instructions to bidders/proposers and specifications as attached. Specifications are intended to be open and non-restrictive. If a bidder/proposer fails to provide required information with the RFP submission or the information is inadequate or inaccurate, the RFP may be deemed non-responsive and may not be evaluated for award.

All RFPs shall be submitted on the enclosed forms. Bidder/Proposer should retain a copy of the RFP and return the original copy as the RFP submission. The person authorized to bind the vendor contractually to the RFP award must sign the enclosed RFP Agreement, completing all requested information.

All pages of the submitted RFP document must be completed in ink or typewritten. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the proposal. Any changes to item specifications need to be shown on the proposal submitted by proposer. Mathematical calculations involving decimals must be carried to two (2) places. All items must be documented in the order listed and same format as requested on the accompanying RFP pricing sheet.

The RFP documents, cost sheets, debarment/suspension certification statement, certificate of lobbying, and all other documents must be signed in ink. All RFPs must be signed by a person with authority to bind the proposal. The RFP must be sealed in an envelope that is labeled according to the directions stated within this RFP. All requested documents must be returned with the proposal/bid document.

Prior to the opening of any proposal, the vendor shall be allowed to withdraw his/her RFP for any reason. If a mistake is discovered after the RFP opening, only the School Nutrition Department of Sumner County School System may allow the vendor to withdraw his/her entire RFP.

5. **RFP Pricing:** RFP pricing should be quoted as a cost calculation per meal, per school, per month, and listed as an annual fee per location (please see attached price sheet). All schools serving a CEP or Grab & Go Breakfast shall be calculated on a 311 ratio for breakfast. (Every three breakfast meals will be counted as one breakfast meal for these schools. PRICES QUOTED MUST BE NET DELIVERED PRICE, INCLUDING ALL TRADE DISCOUNTS. DELIVERY OF PRODUCTS WILL BE MADE TO EACH INDIVIDUAL SCHOOL CAFETERIA LOCATION. All prices and quotations should be shown in ink or typewritten. State the

brand, item number, unit price, and extension for each additional item on the invitation for proposal. Errors may be crossed out and corrections made adjacent thereto but

should be initialized in ink by the person signing the RFP. All purchase orders placed under this Agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date. Prices quoted must include all rebates, trades, and delivered pricing. Quote only F.O.B. our cafeteria location(s) unless otherwise indicated. It shall be the responsibility of the successful proposer to make all necessary arrangements for the delivery. The Sumner County School System is not subject to Federal Excise Taxes, State of Tennessee Taxes or Local Taxes. Upon request, tax exemption certificates will be completed for vendors by the office of the Chief Financial Officer. Companies should quote prices which DO NOT include such taxes.

Any additional items offered by vendor, that may not be included in the monthly service fee, must be submitted, and priced separately, and billed separately each month. The invoice must be signed, with the specific school manager's signature, from the location that received the product. PRICES QUOTED MUST BE NET

DELIVERED PRICE, INCLUDING ALL TRADE DISCOUNTS. DELIVERY OF PRODUCTS WILL BE MADE TO EACH INDIVIDUAL SCHOOL CAFETERIA LOCATION.

Any minimum quantities or shipping restrictions must be stated clearly on the RFP. Bidders/Proposers must be willing to extend credit to Sumner County School System and should include any necessary credit applications or restrictions with the RFP.

ROUNDING CALCULATIONS FOR DETERMINING COSTS AND FINAL PRICES - "Net Delivered Prices" are to be rounded to the second decimal place in whole dollars and cents on all invoicing.

6. **Deliveries:** Deliveries and time of deliveries are to be worked out with successful bidder/proposer to the satisfaction of the purchaser and supplier. Deliveries are to be made between the hours of 6:30 a.m. and 1 p.m. Central Time to each individual school cafeteria location. Prices shall include delivery and insurance at the vendor's expense on all items delivered. Sumner County School System shall have the power and authority to reject all materials furnished which, in its opinion, are not in strict compliance and conformity with the requirements of the specification or equal in every respect to the RFP by the vendor/manufacture. All articles so rejected shall be promptly removed from the premises of Sumner County at the vendor's expense. If a vendor fails to deliver on a specified date, and does not notify the Director of School Nutrition, the Sumner County School System's School Nutrition Department reserves the right to terminate the RFP award in whole or in part after notification in writing. It shall be the responsibility of successful bidders/proposers to make all necessary arrangements for delivery.

When contract work/deliveries are required in a school or on school grounds when children are present, as per the amended Tennessee Code Annotated, Section 49-5-413, any person or employees of person, corporation, or other entity who enters into or renews a contract with a local Board of Education or child care program, shall have access only after a finger print sample is secured and a criminal history records check has been conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to contract

work being done. The contractor/vendor will not permit any employee who is classified as a violent sexual offender or who has committed any sexual offense to have direct contact with school children or have access to school grounds when children are present.

7. **Invoices/Credits/Statements:** Invoicing will be processed by figuring the total annual cost divided by ten equal installments. Invoicing for any additional product purchases must be listed as a per item cost and extended total. The invoice(s) are to be sent to the Sumner County School System, School Nutrition Department, 695 East Main Street, Gallatin, TN 37066. Invoice must be sent as soon as possible after the last day of the month, but no later than the 5th day of the following month. Payment will be made to the vendor when the requirements of this RFP award have been met, verified, and has met the System's procedures and requirements for payment. Partial payments will not be approved unless justification for such payment can be shown, and conditions agreed upon by the vendor and the School Nutrition Director.
8. **Manufacturer Specifications:** PRODUCT MAY NOT BE CONSIDERED FOR AN AWARD IF IT DOES NOT MEET THE RFP SPECIFICATIONS AND/OR MANUFACTURER ITEM(S) REQUESTED, OR COMPARABLE ITEMS ACCEPTED BY SUMNER COUNTY. All material data sheets and copies of for products MUST accompany RFP submission.
9. **Promotional Incentives:** Vendor should list or attach information regarding any promotional incentives, such as cases of products, scholarship monies, etc.
10. **Purchases by Other Public Agencies:** With the consent and agreement of the successful proposer(s), purchases may be made under this proposal by other governmental agencies, including, but not limited to Local Education Agencies, school food authorities, senior feeding programs, correctional facilities, and community action agencies within the State of Tennessee. Such purchases shall be governed by the same terms and conditions as stated herein.
11. **RFP Award:** RFP will be scored, ranked, and awarded on a point-based evaluation criteria, as stated in this RFP, and must conform to the specifications within this RFP. RFP will be awarded in writing and sent to the successful bidder/proposer via e-mail. The Sumner County School Nutrition Program reserves the right to reject any or all RFPs as a whole; or waive any minor irregularities on any RFP. The Board of Education must approve all special purchases totaling \$25,000 or more. Special purchases are those that are not routine and that may not be specifically identified by line item or budget. Evaluation and award of RFPs will normally be on a total point accumulation basis, but the right is reserved to evaluate and award on group or aggregate basis or by any other method considered being in the best interest of the Sumner County School System. Volume discounts will be considered in awarding of RFPs. Sumner County School System may choose to terminate the awarded RFP at any time if the bidder/proposer fails, neglects, or refuses to comply with the terms of the RFP, Sumner County Schools or the School Nutrition Director reserves the right to add or delete

items/products prior to RFP submission deadline. Pricing for added options will be based on a comparison of pricing offered by vendor to the pricing of the same option offered on the open market prior to adding an option to the RFP listing. Purchase order will be mailed, via U.S. Mail, or sent via facsimile to the successful bidder/proposer. A faxed copy of the purchase order may serve as the original copy. RFPs shall be available for public inspection ten days after RFP award is announced.

Potential bidders/proposers must meet the following criteria:

- Be able to provide a quality product as specified
- Reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and RFP conditions
- Successful past performance of vendor
- Employee acceptance of products
- Serviceability of items carried by the vendor

A potential bidder/proposer 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 technical assistance and product information
- Inadequate Sanitation and/or lack of HACCP plan

Vendors are required to provide the district with at least three customer references.

12. **Inspection and Acceptance:** Inspection and acceptance of all items shall be at the delivery destination. Items found to be defective or not in accordance with the RFP specifications shall be replaced by the Vendor at no cost to the Sumner County School System. Failures to replace items not meeting the RFP specifications and/or defective items shall be considered sufficient cause for default action under the DEFAULT provision of the Agreement. Any items that are not available for delivery must be pre-approved in writing by the School Nutrition Department of Sumner County.

Reasons for product and/or service rejection may be any one of the following:

- 1) Quality/cleanliness
- 2) Price
- 3) Employee acceptance
- 4) Serviceability of item

Any one and/or a combination of the following penalties will result from the Vendors failure to perform according to the awarded RFP:

1. Cost adjustment
2. Termination of RFP Award Contract
3. Suspension from future bidding/RFP submissions
4. Legal action and civil penalties

5. Criminal action

13. **Default:** Sumner County School System may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement. Remedies for default shall include, but not be limited to the above, and Vendor shall be liable for any differences in cost between agreed price and price paid to an alternate manufacturer, including expenses incurred to make alternate purchases. Should the Sumner County School System bring suit against defaulter and prevail in such action, defaulter shall pay all reasonable attorneys' fees and other expenses for such litigation. If a vendor does not perform in accordance with the RFP conditions or specifications or if a vendor fails to submit a RFP on three (3) successive invitations, the Purchasing Department may remove the vendor from the official bid/RFP list.
14. **Warranty:** The Vendor agrees that all items furnished under this Agreement shall be covered by the most favorable warranties the Vendor provides any customer for such items, and that the rights and remedies provided therein are in addition to any other provision of this Agreement.
15. **Inclusion:** Inclusion on the RFP Form does not necessarily constitute an offer to buy.
16. **Award of RFP:** It is the intent of Sumner County School System to award RFPs to the proposer with the highest point accumulation/scoring on the evaluation criteria set forth below, and an overall assessment of the best value to the Sumner County. Sumner County reserves the right to award or reject RFPs on or waive irregularities on any RFP. Proposals shall be available for public inspection ten days after RFP award is announced. An RFP award letter will be sent to successful bidder/proposer.
17. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal bid/RFP award meets the definition of "funding agreement" under 37 CFR 5401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
18. **Assignment of RFP Contract:** The successful bidder/proposer shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the obligation to perform the RFP contract requirements or any rights accruing hereunder, or any power to execute the same without prior consent in writing from Sumner County School System. Notice is hereby given that Sumner County School System will not honor any assignment made by the Vendor unless consent in writing, as indicated above, has been given.

19. **Records:** All successful bidders/proposers are required to keep records for five years after the school district makes final payment and all other pending matters are closed. Selected bidders/proposers must agree that the School Food Authority, The State Agency, The United States Department of Agriculture, or Comptroller General may review any books, documents, papers, and records of the Vendor which are directly pertinent to all negotiated customers.
20. **Vendor Performance:** If the Vendor fails in full or part to perform or comply with any provision of this RFP award or the terms or conditions of any documents referenced and made a part hereof, Sumner County may terminate the awarded RFP contract, in whole or in part, and may consider such failure or noncompliance a breach of RFP contract. 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. Failure to deliver within the time specified, or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market in order to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the Sumner County School System for excess costs incurred by such a purchase. Reasons for product rejection may be any one of the following:
- Quality
 - Price
 - Serviceability of item (damage)
 - Product does not meet RFP specifications
21. **BREACH:** A party shall be deemed to have breached the RFP contract if any of the following occurs:
- Failure to provide products or services that conform to RFP contract requirements; or
 - Failure to maintain/submit any report required hereunder; or
 - Failure to perform in full or in part any of the other conditions of the RFP contract; or
 - Violation of any warranty
- **School System Actions in the Event of a Breach:** Upon the occurrence of any event of breach, the School System may take anyone, or more, or alt, 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 timeline is specified; and if the event of breach is not remedied within the time limit, terminate this RFP 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 RFP contract and ordering that the portion of the RFP 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(s)

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 or any damages the School System suffers by reason of any event of breach.
4. Treat the RFP contract as materially breached and pursue any of its remedies at law or in equity, or both.

22. RFP AWARD CONTRACT TERMINATION FOR CAUSE

If the winning bidder/proposer fails to properly perform its obligations under this RFP contract in a timely or proper manner, or if the winning proposer violates any terms of this RFP contract, Sumner County shall have the right to terminate the RFP contract and withhold payments in excess of fair compensation for completed services. In the event the RFP contract is terminated for due cause by Sumner County, we shall have the option of awarding the RFP contract to the next lowest or best bidder/proposer or request a proposal again.

23. RFP AWARD CONTRACT TERMINATION FOR CONVENIENCE

The Sumner County School System may, by written notice to the Vendor, terminate this RFP Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System. The Sumner County School System must give notice of termination to the Vendor at least 30 days prior to the effective date of termination. The successful bidder/proposer 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 successful bidder/proposer for compensation for any service which has not been rendered. Upon such termination, the Vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

24. CODE OF CONDUCT

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

- 1) No employee, officer, or agent of named School Nutrition Authority shall participate in the selection or in the award or administration of a RFP contract supported by program funds if a conflict of interest, real or apparent, would be involved.

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.

- 2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from bidders/proposers/vendors, potential bidders/proposers/vendors, or parties to sub-agreements.
- 3) Penalties for violation of the code of conduct of named School Nutrition Program(s) should be:
 - a. Reprimand by Board of Education;
 - b. Dismissal by Board of Education;
 - c. Any legal action necessary.

24. **Disputes:** If a prospective vendor does not agree with the RFP award, they have the right to protest. Disputes arising from the award of this RFP must be submitted in writing to the hearing official Amanda Prichard Brown, CFO, Sumner County School System, 695 East Main Street, Gallatin, TN 37066, amanda.brown@sumnerschools.org no later than ten calendar days from the date of the RFP award. The hearing official will disclose the dispute to the Tennessee Department of Education, School Nutrition Office. The steps for dispute resolution include:

- a. A meeting with the School Nutrition Director participating in the RFP, 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/she 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. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.
- d. The State Agency must be notified of all protests.

25. **Age and Condition of Items:** Containers are to be sound, clean, sturdy, and sealed. Opened or damaged packages will not be accepted. Packages are to have uniform identification codes stamped on the sides or ends. Brand, item, production code, and count are to be clearly identified on master cases and boxes within master cases.

26. **Rentals:** The successful bidder must furnish and install dish machines where needed in the Sumner County Schools locations. At this time, we have 3 lease machines that would need to continue to use the lease option. If during the bid period other locations need to lease a machine, this would need to occur. All maintenance and repair costs including parts and labor for ordinary wear and tear of the leased equipment shall be paid by Lessor. Lessee agrees not to tamper with the operation of the leased equipment nor attempt to effectuate any changes, modifications, or repairs. The Lessee shall notify Lessor of the need for maintenance immediately upon a malfunction.
27. **Regulation Compliance:** The Sumner County School System policy is in firm support of the provisions of the Equal Opportunity Act of 1975. The district, therefore, must be assured by the successful Vendor in this RFP that he/she is an equal opportunity employer according to the provisions of the Act.

DRUG-FREE WORKPLACE POLICY The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on the premises of the Sumner County School System, or while performing an assignment contractually, or otherwise, is strictly prohibited.

Bidders/Proposers must comply with mandatory standards and policies related to a Certificate of Lobbying as well as a Debarment/Suspension Certificate.

- All RFPs 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 (41 CFR, Part 60).
- All RFPs over \$150,000.00 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 regulations.
- Bidders/Proposers must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all RFP contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all RFP contracts over \$25,000. • All property or services furnished must comply with all applicable Federal, State, and Local laws, codes, and regulations.
- All RFP contracts awarded in excess of \$100,000.00 must comply with Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708).

The successful bidder/proposer shall furnish a Certificate of Insurance issued by an insurance company showing that the Sumner County School System Board of Education will be protected from loss or damage to property of third persons or to the carrier's own property,

loss or damage to the Sumner County Board of Education and injury or death to third persons or the carrier's employees. Carrier will assume full common liability of all shipments. When installation work is involved, the successful bidder/proposer must maintain, throughout such installation, Worker's Compensation Insurance. The Worker's Compensation Policy must also include Employer's Liability coverage. Limits of liability for this coverage are as follows: Bodily injury by accident limit of \$100,000. Bodily injury by disease with a limit of \$100,000 applies for each employee. Also, bidder/proposer must have commercial General Liability insurance providing a single combined limit of liability of \$500,000 each occurrence for bodily injury, property damage including products and/or completed operations coverage. A successful bidder/proposer must present to the office of the Director of School Nutrition a certificate of insurance containing evidence of insurance for the coverage described above. In addition, if any of the work is sublet, such sub-contractor must also provide to the office of the Director of School Nutrition a certificate of insurance equal or more than those described above for the bidder/proposer.

containing evidence of insurance for the coverage described above. In addition, if any of the work is sublet, such sub-contractor must also provide to the office of the Director of School Nutrition a certificate of insurance equal or more than those described above for the bidder/proposer.

Please complete and return the following information with the sealed RFP:

- Company Contacts
- Equal Opportunity Employment Act of 1975 Statement
- Business and Customer References
- Non-Collusion Affidavit
- Sex Offenders Affidavit
- Business Relationship Affidavit
- Tobacco-Free Regulation Notice
- Kick Back
- Indemnity Agreement
- Proposer's Execution Page
- Background
- Certification of Compliance
- Certification Regarding Debarment
- Certificate of Independent Price Determination
- Certification Regarding Lobbying
- Copy of Vendor's HACCP Certification

Any questions concerning this RFP should be directed to:

Dawn Botensten
Sumner County Schools
695 East Main street, Gallatin, TN 37066

E-mail – dawn.botensten@sumnerschools.org

OPTIONAL ITEMS OFFERED FROM VENDOR RFP #2

Prospective proposers may submit written questions concerning this RFP to the person listed above no later than the date and time specified in the Transmittal Letter. The questions must be in writing and must be emailed. The questions will be reviewed and consolidated, and prepared written answers will be e-mailed to all qualified proposers.

PLEASE INCLUDE YOUR E-MAIL ADDRESS WITH ANY INQUIRY. It is the responsibility of the bidder/proposer to ensure that all of their questions are responded to by the deadline listed in this Invitation for a Request for Proposal.

UNAUTHORIZED CONTACT ABOUT THIS RFP WITH EMPLOYEES OR OFFICIALS OF THE SUMNER COUNTY SCHOOL SYSTEM, except as detailed above, may result in disqualification from consideration under this procurement process.

INVITATION FOR A REQUEST FOR PROPOSAL#2
Sumner County School System 6295 East Main Street, Gallatin, TN 37066
Telephone # (615) 451-5217

RFP FOR: Safety/Sanitation System and Services
RFP Opening date of June 19, 2023

OPENING TIME: 10:00 a.m. Central Standard Time

Signature of Authorized Officer

Company Name

Typed Name of Above Individual

Mailing Address

Area Code and Telephone Number

City, State, and Zip Code

Fax

E-mail Address

Details must be provided on any other additional charges that may be accessed to the accounts. Ex: Environmental charges, inventory adjustments, etc.

ITEM NO	SPECIFICATIONS (MFG. BRAND NAME, CATALOG NUMBER AND OTHER INFO.)	QUANTITY	UNIT PRICE	TOTAL PRICE	VENDOR MANUFACTURER NAME
	<p>SAFETY AND SANITATION SERVICES PER ATTACHED BID SPECIFICATIONS.</p> <p>PLEASE LIST ALL PRICING FOR SANITATION SERVICES ON ATTACHED SAFETY AND SANATATION ADP COST ANALYSIS PRICE SHEET.</p> <p>PLEASE LIST PRICING FOR ALL OPTIONAUADDITIONAL ITEMS OFFERED BY VENDOR ON THE OPTIONAL ITEMS OFFERED FROM VENDOR PRICE SHEET.</p>				

PLEASE NOTE: The decision will be based on best overall pricing, including quality and convenience of products/materials, Health and Safety Plan, knowledge of program, and quality of references and contracts, as determined by the scoring criteria contained within the RFP verbiage.

Signature _____

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, i.e. Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident 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 responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AIJ-3027, found online at [How to File a Program Discrimination Complaint](#) 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) or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

OPTIONAL ITEMS OFFERED FROM VENDOR RFP #2

SAFETY AND SANITATION SERVES ADP COST ANALYSIS PRICE SHEET RFP

School Name	Dish Machine YIN	Breakfast ADP	Lunch ADP	Total Meals	Cost Per Meal	Cost Per School	Cost Per Month	Annual Fee Per Location
Jack Anderson Elem.		120	308	428				
Beech Elementary		36	132	168				
Beech High		58	381	439				
Benny Bills Elem.		282	465	747				
Bethpage Elem.		82	177	259				
Burrus Elem.		101	356	458				
Clyde Riggs Elem.		110	188	297				
Gallatin Senior		112	496	608				
Gene Brown Elem.		122	243	366				
Guild Elementary		268	367	635				
H.B. Williams Elem.		102	303	406				
Hendersonville Senior		78	382	459				
Howard Elem.		149	312	461				
Indian Lake Elem.		41	262	303				
J. W. Wiseman Elem.		133	216	350				
Knox Doss @ Drakes Cr.		72	315	387				
Lakeside Elem.		41	186	283				
Liberty Creek Elem		82	282	364				
Liberty Creek Middle		45	211	256				
Liberty Creek Senior		19	215	234				
Madison Creek Elem.		63	267	331				
Merrol Hyde Magnet		0	208	208				
Millersville Elem.		102	207	309				
Nannie Berry Elem.		118	252	370				
North Sumner Elem.		65	148	213				
Oakmont Elem.		52	77	128				
Portland Gateview		193	299	492				
Portland Middle East		87	211	297				
Portland Middle West		133	265	398				
Portland Senior		172	493	665				
R.T. Fisher Altern.		83	84	167				
Robert Ellis		42	205	247				
Rucker Stewart		152	412	564				
Shafer Middle		110	339	449				
Station Camp Elem.		104	262	466				
Station Camp Middle		66	372	438				
Station Camp High		45	318	363				
T.W. Hunter		54	212	266				
Union Elem.		54	286	340				
V.G. Hawkins		66	251	316				
Vena Stuart Elem.		313	468	781				

Walton Ferrv Elem.		84	221	305				
Watt Hardison Elem.		127	246	372				
Westmoreland Elem.		191	303	491				
Westmoreland Middle		80	249	329				
Westmoreland Senior		53	229	282				
White House Middle		148	389	537				
White House Annex								
White House Senior		89	354	443				
Whitten Elem.		122	280	378				
TOTAL		5050	13203	18252				

Vendor Name

Authorized Signature

OPTIONAL ITEMS OFFERED FROM VENDOR RFP #2

Item #	Product Description & Pack Size	Cost
	All Purpose Cleaner	
	Multi-Purpose Degreaser	
	Sanitizer	
	Dish Machine Wash Detergent	
	Dishwashing Rinse	
	Dish Machine DelimerDescaler	
	Dish Machine Low Temp Sanitizer	
	Germicidal Detergent	
	Combination Oven Cleaner/Degreaser	
	Combination Oven Delimer	
	Combination Oven Rinse	
	Bio Cleaner	
	Anti-Microbial Liquid Hand Soap/Foam	
	Medicated Hand Cream/Lotion	
	Protective Barrier Cream	
	Dish Machine Lease er month)	
	Concentrated Liquid Pot & Pan Detergent	

Vendor Name

Authorized Signature

Brand	Product Description & Pack Size	Pack/Size	Cost
	All Purpose Cleaner		
	Multi-Purpose Degreaser		
	Sanitizer		
	Dish Machine Wash Detergent		
	Dishwashing Rinse		
	Dish Machine DelimerDescaler		
	Dish Machine Low Temp Sanitizer		
	Germicidal Detergent		
	Combination Oven Cleaner/Degreaser		
	Combination Oven Delimer		
	Combination Oven Rinse		
	Bio Cleaner		
	Anti-Microbial Liquid Hand Soap/Foam		
	Medicated Hand Cream/Lotion		
	Protective Barrier Cream		
	Dish Machine Lease er month)		
	Concentrated Liquid Pot & Pan Detergent		

Vendor Name

Authorized Signature

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
Liberty Creek Elementary School
Liberty Creek Middle School
Liberty Creek High School

**HENDERSONVILLE, GOODLETTSVILLE
AND MILLERSVILLE SCHOOLS**

Beech Elementary
Beech Senior
Dr. William Burrus Elementary
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

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

BILLING ADDRESS FOR ALL SCHOOLS:

Sumner County Board of Education

School Nutrition Department

695 East Main Street

Gallatin, TN 37066

Jack Anderson Elementary
250 Shuts 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

Dr. William Burrus Elementary
1338 Drakes Creek Road
Hendersonville, TN 37075

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

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 Adolphus 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 Gateview Elementary
1098 Gateview Drive
Portland, TN 37148

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

Liberty Creek High School
100 Wolfgang Way
Gallatin, Tn 37066

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

Liberty Creek Middle School
100 Wolfgang Way
Gallatin, Tn 37066

Liberty Creek Elementary School
400 Wolfgang Way
Gallatin, Tn 37066

Attachment A1

COMPANY CONTACTS

Please fill out and return with your bids or proposals.

Company Name _____

Bid or Proposal Department:

Name/Title _____

Address _____

Phone # _____

E-Mail Address _____

Fax # _____

Accounting Department:

Name/Title _____

Address _____

Phone # _____

E-Mail Address _____

Fax # _____

Delivery / Scheduling:

Name/Title _____

Address _____

Phone # _____

E-Mail Address _____

Fax # _____

Attachment

Attachment A2

EQUAL OPPORTUNITY EMPLOYMENT ACT OF 1975

The Sumner County Public School District is in firm support of the provisions of the Equal Opportunity Act of 1975. We, therefore, must be assured by the successful Manufacturer vendor in this bid or proposal that he/she is an equal opportunity employer according to the provisions of the act. We, therefore, require the following certification by each successful bidder or proposer as part of the contract documents:

CERTIFICATE

Me hereby certify that the _____ is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request of the School Nutrition Department of the Sumner County Public School District, we will show proof that our employment practices do meet, in every respect, the requirements of the Equal Opportunity Act of 1975.

Owner or Officer of Firm

Date

Title

ATTACHMENT A3

BACKGROUND EMPLOYEE CHECK

TN PUBLIC CHAPTER 587 OF 2008-LEGISLATION

The Contractor/ Service Provider for the School Nutrition Department of the Sumner County School System shall provide — comply with the following information:

1. Contract shall comply with the Public Chapter 587 of 2008, as codified in the Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to enter school ground premises when students are present.
2. The Contractor/ Service Provider shall maintain documentation. Individual employee letters are to be kept on file regarding employees who work in the Sumner County School Systems.

_____ All employees are in compliance with the Public Chapter 587 of 2008, as codified in the Tennessee Code Annotated Section 49-5- 413.

Submitted By: _____

Address: _____

Telephone: _____

Fax Number: _____

Representative: _____

Print Name: _____

Signature of Vendor's Authorized Representative

Title

Date

Attachment

A4

NON-COLLUSION AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF SUMNER _____, being of lawful age, being first duty sworn on oath says that (s)he is the agent authorized by the bidder or proposer to submit the attached bid or proposal. Affidavit further states that the bidder or proposer has not been a party to any collusion among bidders or proposers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or submitting a proposal; or with any state official or employee as to quantity, quality, or price in the prospective contract; or any other terms of said prospective contract; or in any discussions between bidders or proposers and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Bidder, Proposer, or Agent

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public _____

My Commission Expires: _____

ATTACHMENT AS: BUSINESS AND CUSTOMER REFERENCES

Bidder's or Proposer's Name:

Include Company Name, Address, Phone Number, Fax Number, Contact Name, & Email Address.

--

--

--

--

--

--

--

PLEASE PROVIDE A MINIMUM OF THREE BUSINESS / CUSTOMER REFERENCES. REFERENCES WILL BE CONTACTED TO CONFIRM THE VENDORS ABILITIES AND QUALIFICATIONS AS STATED IN THE VENDORS RESPONSE. THE PMTL/PMT SELECTION COMMITTEE MAY DEEM THE VENDORS RESPONSE UNRESPONSIVE IF A REFERENCE IS NOT OBTAINABLE FROM THE LISTED REFERENCE CONTACTS AFTER REASONABLE ATTEMPTS TO CONTACT THEM HAVE BEEN MADE.

Attachment

A6

SEX OFFENDERS AFFIDAVIT
(Contractor vendor Requirement)

STATE OF

COUNTY OF:

It is our understanding that a Tennessee state law requires that no person working for my company who is also listed on the SEX OFFENDERS' REGISTER will be permitted to work on Sumner County Public School property during the time when regular public-school students will be in attendance for any reason. It is our understanding, and we agree, that it is our duty to investigate and to determine if any employee of ours is on said Register. It is our understanding, and we agree that we will inquire of the school district as to which hours are those hours when regular public-school students attend any school within the Sumner County Public School System.

It is our understanding that failure to comply with this affidavit will result in immediate cancellation of our contract with the School Nutrition Department of the Sumner County Public School System.

(Contractor, Supplier, or Engineer) — Please type.

(Company Name)

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public (or Clerk or Judge)

My Commission Expires: _____

Attachment
A7

BUSINESS RELATIONSHIP AFFIDAVIT
(Include with your bid or proposal)

STATE OF TENNESSEE
COUNTY OF SUMNER

"_____ " being of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder or proposer to submit the attached bid. Affidavit further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships as the positions they hold with their respective companies or firms are as follows:

If none of the business relationships hereinabove mentioned exist, affiant must so state.

Name of Company _____

Proposer/Bidder or Agent Signature _____

Subscribed and sworn to before me this _____ day of _____ 20 _____

Notary Public: _____

My Commission Expires: _____

Attachment

A8

SUMNER COUNTY SCHOOL SYSTEM
TOBACCO-FREE REGULATION NOTICE

It is the policy of the Sumner County School System to comply with T.C.A. 39-17-1801, et. Seq., (the "Non-Smoker Protection Act") and T.C.A. 39-17-1601, et. Seq., ("Children's Act for Clean Indoor Air") by prohibiting the use of tobacco products on all Sumner County grounds and property. Further, in the interest of staff and student health and well-being, the district does not permit the use of tobacco products and/or electronic cigarettes (vapor or e-cigarettes) in or on any district owned grounds and properties to include, administrative offices, school campuses, athletic facilities, operations/service complexes, as well as all school district owned vehicles.

By signing this agreement, I (we) certify the following:

- 1.) I (Company or Individual) am aware of the Sumner County's tobacco-free policy.
- 2.) I (Company or Individual) understand the intent and purpose of the tobacco-free workplace policy and will comply with the regulations.
- 3.) I (Company or Individual) will not use tobacco in any form while on any of the Sumner County's District's grounds, buildings, or vehicles.
- 4.) I (we) understand that disciplinary action, including termination of contract, may result from the violation of the tobacco-free workplace policy.

Signature: _____

Name of Company: _____

Date: _____

Attachment

A9

"NO KICK BACK"

State of: _____

County of: _____

The undersigned (architect, contractor, supplier, or engineer), of lawful age, being first duly sworn on oath, says that the invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished by the affiant. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer, or employee of the State of Tennessee, any county or local subdivision of state, of money, or any other thing of value, to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

(Company Representative Signature)

(Printed Name of Company)

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public (or Clerk or Judge) _____

My Commission Expires: _____

This form must be on file before payment can be made.

School Nutrition Department, Sumner County School System, 695 East Main Street,
Gallatin, TN 37066

Attachment
AIO

INDEMNITY AGREEMENT

MANDATORY - MUST BE SUBMITTED WITH BID or PROPOSAL

Contractor agrees to indemnify the Sumner County School System and their School Nutrition Department for any and all damages, loss, and expenses, which might result by reason of defective material and/or workmanship in conjunction with the work to be performed under the contract between parties. Contractor shall save and hold harmless the Sumner County School System and their School Nutrition Department from all damages loss and expanses occasioned by, or resulting from, any failure whatsoever of Contractor to perform according to the terms of the preceding contract between the parties. Contractor does agree to indemnify the Sumner County School System and their School Nutrition Department for expense whatsoever occasioned by, or resulting from, any failure of the Contractor to perform its obligations under the aforesaid contract.

NAME OF COMPANY (PRINTED)

NAME OF PRESIDENT (PRINTED)

SIGNATURE

STATE OF TENNESSEE

COUNTY OF SUMNER

Subscribed and sworn to before me this _____ day of _____ 20__

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

Attachment
A11

SCHOOL NUTRITION DEPARTMENT, SUMNER COUNTY
SCHOOL SYSTEM 695 EAST MAIN STREET
GALLATIN, TENNESSEE 37066

PROPOSER'S EXECUTION PAGE

The undersigned, hereby acknowledges having received bid or RFP #_____ (please insert number) containing a full set of documents (16 attachments), including, but not limited to: General Information, Preparatory and Procedural Information, Technical Performance Specifications (if applicable), Business Relationship Affidavit, Preparation of Request for Bid or Proposal, Price Bid/Proposal Sheet, Bidder's/Proposer's Execution Page, etc. The Bidder or Proposer is responsible for reading and understanding all sections of the bid or RFP and affirms that the Bidder or Proposer shall be bound by all of the terms and conditions contained in this bid or RFP.

Further, the undersigned being duly sworn, states on oath that no disclosures of ownership have been withheld from the Sumner County School System, that the information provided herein is current, and the Bidder or Proposer and its officers and employees have not entered into any agreement with any other Bidder or Proposer, or prospective Bidder or Proposer, or with any other person, firm, or corporation relating to any prices or other terms named in this bid or RFP, or any other bid or RFP, nor has it entered into any agreement or arrangement under which a person, firm, or corporation is to refrain from responding to this bid or RFP.

PRINTED NAME OF COMPANY _____

ADDRESS /CITY/STATE/ZIP _____

PHONE NUMBER _____ FAX NUMBER _____

E-MAIL _____

OFFICER'S NAME (Print) _____ SIGNATURE _____

STATE OF TENNESSEE

COUNTY OF SUMNER

Subscribed and sworn to before me this _____ day of _____ 20_____

NOTARY PUBLIC (Signature) _____

My commission Expires: _____

Attachment
A12

CERTIFICATION OF Compliance

Bidder or Proposer Name (Please print.)

By indication of the authorized signature below, the Bidder or Proposer does hereby make certification and assurance of the Bidder or Proposer's compliance with.

____the laws of Tennessee;

____Title VI of the Civil Rights Act of 1964;

____the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

____the Americans with Disabilities Act of 1990 and the regulations issued thereunder
by the federal government;

____the condition that the submitted bid or proposal was independently arrived at, without collusion, under penalty of perjury, and;

____the condition that no amount shall be paid directly or indirectly to an employee or official of Sumner County of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Bidder or Proposer in connection with the procurement under this bid or RFP;

____Certification Form AD- 1048;

____the condition that free and open competition was protected:

____the condition that Sumner County Board of Education has the final decision and approval regarding all aspects of the procurement Process;

____the condition that competition by manufacturers, processors, suppliers, or others desiring to do business with Sumner County shall not be restricted;

____the condition that all profits resulting from this RFP will accrue to Sumner County School Nutrition Program;

____the condition that the Bidder or Proposer agrees to retain all books, records, and other documents relative to this bid or RFP for five (5) years after final payment or until all audits/investigations pertinent to the records are closed; and that Sumner County School System, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period;

____Section 306 of the Clean Air Act (42 U.S.C. 1857h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 1 1738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibits the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

Bidder or Proposer Signature _____

Date _____

Attachment

A13

CERTIFICATION REGARDING DEBARMENT

US DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part

3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this bid or 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 statements in this Certification, such prospective participant shall attach an explanation to this bid or proposal.

Organization Name

Bid or Proposal Number

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

Authorized Representative(s) Signature(s)

Date

Attachment
A14
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. 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 which this bid or proposal is submitted if at any time the prospective lower tier participant learns that its certification was 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," "bid," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid or 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 Voluntary 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 for the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required, to check 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 transactions 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 debarment and/or suspension.

ATTACHMENT A15

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, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or any competition.
- 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 opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor.
- 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 an 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 that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action to (A)(3) above; or
- 2) He or she is not the person within the offeror's organization responsible 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 persons 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 that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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 have jeopardized the independence of the offer referred to above.

Signature of Vendor's Authorized Representative

ATTACHEMENT A16

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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 congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 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 contract, grant, loan, 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 subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 3 1, U.S. Code. 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.

By _____
Signature of Official (Executive Director) Authorized to Sign Application

Date: _____

By _____
Signature of Official (Executive Director) Authorized to Sign Application

Date: _____

For _____
Name of Grantee

Program

Title of Grant