

REQUEST FOR PROPOSAL (RFP)

NUMBER: **20190502-BOE**

SUMNER COUNTY BOARD OF EDUCATION

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

RFP Title: **Pest Control**



Purchasing Staff Contact:

Chris Harrison	Janice Wright
Purchasing Supervisor	Purchasing Coordinator
615-451-6560	615-451-6569
chris.harrison@sumnerschools.org	janice.wright@sumnerschools.org

Release Date: April 11, 2019	Proposal Due Date: May 2, 2019 @ 10:00 a.m.
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Any alterations to this document made by the proposer may be grounds for rejection of proposals, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.

NOTICE TO PROPOSERS

There may be one or more amendments to this RFP. In order to receive communication for any such amendments issued specifically to this RFP, the proposer must provide a Notice of Intent to Propose to the Sumner County Board of Education (SCS) Purchasing Department. The proposer must utilize this form when submitting notice. The notice may be sent by email to: Purchasing Office, purchasing@sumnerschools.org. SCS will send amendments only to those proposers which complete and return this information by the deadline list in the RFP Schedule of Events (Section 4).

RFP Number: **20190502-BOE Pest Control**

Company Name: _____

Mailing Address: _____

Phone Number: _____

Contact Person: _____

Email Address: _____

Authorized Signature _____

Printed Name _____

Date _____

Emailed amendments will be sent in a Microsoft Word (Office for Windows) or Portable Document Format (pdf) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to the Sumner County Board of Education.

Amendments will also be posted on the SCS website <https://sumnerschools.org/index.php/current-bids-and-rfps> and attached to the solicitation listing as a PDF or WORD file. Check the particular solicitation on the Current Bids and RFPs webpage for any posted amendments.

By completing and returning this form, the Proposer has expressed its intent to provide a proposal for **20190502-BOE Pest Control**.

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1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for pest control services.

1.2. Contact Information

Unauthorized contact regarding this RFP with employees or officials of SCS other than the Purchasing Supervisor named below may result in disqualification from this procurement process.

Interested parties must direct all communication regarding this RFP to the Purchasing Supervisor, who is SCSs only official point of contact for this RFP.

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

2. Requirements

2.1. Contract Term

It is the intention of SCS to award a 36-month contract from August 1, 2019 thru July 31, 2022, with the option to renew the contract for two (2) one-year terms contingent upon funds availability and Board approval. A request for price adjustment will be accepted prior to the end of the contract term. Price adjustments are subject to agreement by both parties.

2.2. Scope of Work / Specifications

The scope of work covers pest control requirements for the School Nutrition Program (kitchen/cafeteria related areas) and the Sumner County Board of Education (school facilities and administrative facilities). Services will be evaluated each six months for conformity to the contract.

A. SITE INSPECTION

Bidders shall familiarize themselves with any conditions which may affect performance and bid prices. Submission of a response shall serve as confirmation that the bidder has made a site inspection and is aware of all conditions affecting performance and pricing.

B. REGULAR PEST CONTROL SERVICES

1. Regular Pest Control Services will cover 47 cafeteria locations, 48 school locations and 6 administrative facilities.
2. Regular pest control services shall be conducted Monday thru Friday between the hours of 6:30 a.m. and 2:00 p.m. Exceptions to this timeframe must be approved on a case-by-case basis. Service schedules will be altered to meet holiday and inclement weather schedules.
3. Regular pest control services shall include treatment for all types of crawling and flying pests such as, but not limited to: roaches, beetles, ants, silverfish, mice, rats, spiders, crickets, fleas (indoor) and other small pests with low or no odor EPA, FDS, USDA & OSHA approved pesticides, chemicals, traps, methods and devices. The Contractor shall spray/treat the location once per month and shall be subject to make additional visits to perform additional spraying/treatment as may be required to maintain satisfactory results.
4. Materials/chemicals used must be USDA approved and have an EPA license number. Materials/chemicals used must be effective in treatment of pest. The chemical Arilon must be used in each cafeteria location for each month of service. MSDS sheets on all chemicals used in the performance of this contract are to be made available to SCS upon request.
5. Transportation, handling and use of all materials/chemicals shall be in strict accordance with the manufacturer's 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 containment of chemicals to the site of application.
6. Contractors shall use approved methods of extermination and methods and materials must be non-flammable, non-injurious, and in compliance with Federal, State and EPA laws and regulations. Materials/chemicals must be specifically approved for the area 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/chemicals.

7. Contractor shall maintain a log book at each location. Each cafeteria location, school location and administration location must be provided a log book to report issues. The Contractor shall review the log book for issues and treat accordingly. The Contractor must leave a service form in the log book with notes on actions taken.

C. ADDITIONAL PEST CONTROL SERVICES

The Contractor shall include pricing to provide additional pest control services on an as-needed basis when notified by SCSs designated representatives. Inspections shall be completed at no charge to SCS.

1. Bed Bugs

- Service shall include inspection of room(s) where infestation is suspected including all areas inside the room such as storage areas, back-packs, lockers, rugs, carpets, school supplied materials (desks, books, etc.) and any other area where activity might occur.
- Treatment of a room where positive identification of activity or indicators is to occur only after approval from a designated SCS representative.
- The room is to be closed off for 48-hours after treatment.
- Re-inspection of the treated room(s) is to occur ten (10) days after treatment.
- All infested areas are to be treated with both an approved residual and contact chemical in strict accordance with the manufacturer's label instructions.

2. Termites

- Service shall include inspection of room(s) where infestation is suspected.
- 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.
- Termidor SC liquid or foam is an acceptable product for treatment. No substitute product may be used unless approved by a designated SCS representative.
- The 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 Federal, State and local laws and regulations for the safe treatment of subterranean termites in an educational facility for K-12 students.

3. Brown Recluse and Black Widow Spiders

- Service shall include inspection and monitoring of the room(s) and/or areas identified by SCS where infestation is suspected. Monitors are to be re-inspected after five (5) calendar days and the results reported to the designated SCS representative.
- If the monitor contains more than five (5) species or ten (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 K-12 students 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 treatment area(s).

D. SERVICE TECHNICIANS

1. The service technician must be certified for a minimum period of two years. Proof must be provided (i.e. certification card issued by the Agriculture Department).
2. The service technician must enter and exit any location thru the front office. School/cafeteria locations require that any individual entering the premises check-in and check-out utilizing the LobbyGuard Visitor Management System. A State issued photo identification will be required.
3. The service technician must wear a uniform and I.D. Badge with a picture on school premises. The name on the I.D. Badge must correspond with the certification card.
4. The service technician will report to the School Nutrition Manager (cafeteria area only) and school administration (remaining school area) and review the log book. When service is complete, the service technician will submit a service form for signature to the School Nutrition Manager (for services completed in the cafeteria area only) and to school administration (for services completed in the remaining school area). A copy of the form must be given to the School Nutrition Manager and school administration. The service form must include: location, date and time, specific problems areas and treatment performed.

E. BID PRICES

Bid prices must remain firm throughout the contract period.

F. INVOICE

1. The contract amount will be paid in 36 equal installments. Any additional services shall be invoiced separately by location.
2. Separate invoices will be issued to the Board of Education and to the School Nutrition Program on a monthly basis.
3. A copy of the service form must be included with the invoice.
4. Invoices are to be submitted no later than the 3rd of the month following the service.
5. The Sumner County Board of Education is a tax-exempt organization.
6. Invoices shall be submitted as follows:

Cafeteria/Kitchen Areas	Sumner County Board of Education School Nutrition Program 695 East Main Street Gallatin, TN 37066
School Facilities and Administrative Facilities	Sumner County Board of Education Operations Department Attn: Jaime York 1500 Airport Road Gallatin, TN 37066

G. 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 Fund and Nutrition Programs 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:
 - The employee, officer or agent
 - Any member of the immediate family
 - His or her partner
 - 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 of sub-agreements.
4. Penalties for violation of the Code of Conduct of names School Nutrition Program should be:
 - Reprimanded by Board of Education
 - Dismissal by Board of Education
 - Any legal action necessary

H. REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitles "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 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.

I. RECORDS

The Contractor is required to retain all books, records and other documents relative to this contract 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.

J. LOCATIONS

LOCATION	ADDRESS	CAFETERIA	SCHOOL / ADMINISTRATIVE
Beech Elementary	3120 Long Hollow Pike, Hendersonville, TN 37075	X	X
Beech High	3126 Long Hollow Pike, Hendersonville, TN 37075	X	X
Beech High Annex	3126 Long Hollow Pike, Hendersonville, TN 37075		X
Gene Brown Elementary	115 Gail Drive, Hendersonville, TN 37075	X	X
George Whitten Elementary	140 Scotch Street, Hendersonville, TN 37075	X	X
Hendersonville High	123 Cherokee Road, Hendersonville, TN 37075	X	X
Indian Lake Elementary	505 Indian Lake Road, Hendersonville, TN 37075	X	X
Jack Anderson Elementary	250 Shutes Lane, Hendersonville, TN 37075	X	X
Knox Doss Middle @ Drakes Creek	1338 Drakes Creek Rd, Hendersonville, TN 37075	X	X
Lakeside Park Elementary	204 Dolphus Drive, Hendersonville, TN 37075	X	X
Merrol Hyde Magnet School	128 Township Drive, Hendersonville, TN 37075	X	X
Nannie Berry Elementary	138 Indian Lake Road, Hendersonville, TN 37075	X	X
Robert Ellis Middle	100 Indian Lake Road, Hendersonville, TN 37075	X	X
T.W. Hunter Middle	2101 New Hope Road, Hendersonville, TN 37075	X	X
V.G. Hawkins Middle	487-A Walton Ferry Rd, Hendersonville, TN 37075	X	X
Walton Ferry Elementary	732 Walton Ferry Rd, Hendersonville, TN 37075	X	X
William Burrus Elementary	1336 Drakes Creek Rd, Hendersonville, TN 37075	X	X
Madison Creek Elementary	1040 Madison Creek Rd, Goodlettsville, TN 37072	X	X
Millersville Elementary	1248 Louisville Hwy, Goodlettsville, TN 37072	X	X
Benny Bills Elementary	1030 Union School Rd, Gallatin, TN 37066	X	X
Gallatin High	700 Dan P Herron Drive, Gallatin, TN 37066	X	X
Guild Elementary	1018 South Water Street, Gallatin, TN 37066	X	X
Howard Elementary	805 Long Hollow Pike, Gallatin, TN 37066	X	X
R.T. Fisher Alternative	455 North Boyers Street, Gallatin, TN 37066	X	X
Rucker Stewart Middle	350 Hancock Street, Gallatin, TN 37066	X	X
Shafer Middle	240 Albert Gallatin Blvd, Gallatin, TN 37066	X	X
Station Camp Elementary	1020 Bison Trail, Gallatin, TN 37066	X	X
Station Camp Middle	281 Big Station Camp Blvd, Gallatin, TN 37066	X	X
Station Camp High	1040 Bison Trail, Gallatin, TN 37066	X	X
Union Elementary	516 Carson Street, Gallatin, TN 37066	X	X
Vena Stuart Elementary	780 Hart Street, Gallatin, TN 37066	X	X
Bethpage Elementary	420 Old Highway 31E, Bethpage, TN 37022	X	X
North Sumner Elementary	1485 North Sumner Road, Bethpage, TN 37022	X	X
Westmoreland Elementary	4178 Hawkins Drive, Westmoreland, TN 37186	X	X
Westmoreland Middle	4128 Hawkins Drive, Westmoreland, TN 37186	X	X
Westmoreland High	4300 Hawkins Drive, Westmoreland, TN 37186	X	X
Clyde Riggs Elementary	211 Fountain Head Road, Portland, TN 37148	X	X
J.W. Wiseman Elementary	922 South Broadway, Portland, TN 37148	X	X
Portland Gateview Elementary	1098 Gateview Drive, Portland, TN 37148	X	X
Portland East Middle	604 South Broadway, Portland, TN 37148	X	X
Portland West Middle	110 Nolan Private Drive, Portland, TN 37148	X	X
Portland High	600 College Street, Portland, TN 37148	X	X
Watt Hardison Elementary	300 Gibson Street, Portland, TN 37148	X	X
Oakmont Elementary	3323 Highway 76, Cottontown, TN 37048	X	X

H.B. Williams Elementary	115 S Palmers Chapel Rd, White House, TN 37188	X	X
White House Middle	2020 Highway 31W, White House, TN 37188	X	X
White House High	508 Tyree Springs Rd, White House, TN 37188	X	X
White House High Annex	111 Meadow Road, White House, TN 37188	X	X
Central Office Building	695 East Main Street, Gallatin, TN 37066		X
E.B. Wilson Building	695 East Main Street, Gallatin, TN 37066		X
Hawkins Building	695 East Main Street, Gallatin, TN 37066		X
Teacher Center	695 East Main Street, Gallatin, TN 37066		X
Riggsbee Support Services Building	1500 Airport Road, Gallatin, TN 37066		X
Material Center	1500 Airport Road, Gallatin, TN 37066		X

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.

3. Source Selection and Contract Award

- Award(s), if made, will be made to the Responsive and Responsible proposer(s) whose proposal is most advantageous to SCS, taking into consideration price and the other evaluation criteria set forth in the RFP.
 - General Criteria to be determined “Responsive”
 - Does the proposal include all required information, included completed attachment forms and affidavits?
 - Was the proposal delivered on or before the stated deadline? Did it include the required number of copies (hard & electronic)?
 - General Criteria to be determined “Responsible”
 - Does the Proposer demonstrate an understanding of SCSs needs and proposed approach to the project?
 - Does the Proposer possess the ability, capacity, skill and financial resources to provide the service?
 - Can the Proposer take upon itself the responsibilities set forth in the RFP and produce the required outcomes in a timely fashion?
 - Does the Proposer have the character, integrity, reputation, judgement, experience and efficiency required for the project?
- SCS reserves the right to enter into discussions with Proposers which have submitted proposals determined to be reasonably like of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.
- SCS reserves the right to negotiate price and contract terms and conditions with the most qualified proposer(s) to provide the requested service. If a mutually beneficial agreement with the lowest responsive and responsible Proposer is not reached, SCS reserves the right to enter into contract negotiations with the next lowest Proposer and continue this process until an agreement is reached.
- Upon mutual agreement by both parties, SCS shall grant the right to extend the terms, conditions and prices of contract(s) awarded from this RFP to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the “piggyback” Institutions will issue their own purchasing documents for purchase of the goods/services. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

4. Schedule of Events

RFP Issued	April 11, 2019
Questions DEADLINE	April 25, 2019
RFP Submission DEADLINE	May 2, 2019 @ 10:00 a.m. Local Time

5. Instructions for Proposal

5.1. Required Forms

- Proposer must complete and submit the Attachments in Section 6. Attachments may be omitted depending on the RFP requirements. Refer to the Table of Contents for omitted Attachments.
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License.
- For all vendors with annual purchases in excess of \$50,000; a Sumner County Business License must be on file with the SCS Finance Department. Evidence of the license must be provided within ten (10) working days following notification of award; otherwise, SCS may rescind its acceptance of the Proposer's proposal.
- Copy of State of Tennessee License (if applicable) in respective field.
- If applicable, the Proposer must include a copy of the contract(s) the Proposer will submit to be signed.

5.2. New Vendors

- To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the SCS Finance Department. It is a mandatory requirement to complete the IRS Form W-9 (Attachment 6.9) included in this RFP.
- To comply with the Tennessee Lawful Employment Act (50-1-702 and 50-1-703), non-employees (individuals paid directly by the employer in exchange for the individual's labor or services) must have on file one (1) of the following documents:
 - A valid Tennessee driver's license or photo identification;
 - A valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee;
 - A birth certificate issued by a U.S. state, jurisdiction or territory;
 - A U.S. government issued certified birth certificate;
 - A valid, unexpired U.S. passport;
 - A U.S. certificate of birth abroad (DS-1350 or FS-545)
 - A report of birth abroad of a U.S. citizen (FS-240);
 - A certificate of citizenship (N560 or N561);
 - A certificate of naturalization (N550, N570 or N578);
 - A U.S citizen identification card (I-197 or I-179); or
 - Valid alien registration documentation or other proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number).

5.3. Acknowledgement of Insurance Requirements

By submitting a proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. The Proposer who may have employees, contractors, subcontractors or agents working on SCS properties shall carry current certificates for general and professional liability insurance and for workers' compensation as indicated below. The owner or Principal of each Proposer must also be insured by workers' compensation if they perform any of the services on SCS properties. There will be no exceptions to the insurance requirement. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Proposers proposal.

- **General Liability**

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

- **Workers Compensation**

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

5.4. Clarification and Interpretation of RFP

The words "must" and "shall" in the RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be considered grounds for rejection. There are other requirements that SCS considers important but not mandatory. It is important to respond in a concise manner to each section and submit an itemized list of all exceptions.

5.5. Proposal Package

The package containing the proposal must be sealed and clearly marked on the outside of the package:

"20190502-BOE Pest Control"
DO NOT OPEN

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

- One (1) Complete Original
- Two (2) additional copies of the Original
- One (1) electronic format (CD/USB Drive)
- Original Signature on Original Proposal. NO copied or digital signatures.

- Compensation/Price Data
 - Address all costs associated with performance of the contracted services.
- Past Performance and References
 - Provided a minimum of three (3) client references for similar projects in size and scope successfully completed by Proposer within the last three (3) years. Attachment 6.3.
 - SCS may also consider other sources of pertinent past performance information, including the districts own experience with the Proposer.

5.8. Request for Clarification of Proposals

Requests for clarification of proposals shall be distributed by the Purchasing Supervisor in writing (or email).

5.9. Protests

In the event that any interested party finds any part of the listed specifications, terms or conditions to be discrepant, incomplete or otherwise questionable in any respect; it shall be the responsibility of the concerned party to notify the SCS Purchasing Office of such matters immediately upon receipt of the RFP. All notifications must be sent to the Purchasing Supervisor via email at purchasing@sumnerschools.org.

Any actual or prospective Proposer who is aggrieved in connection with the RFP or award of a contract may protest to the Purchasing Supervisor and/or the Sumner County Board of Education at its regularly scheduled meeting.

ATTACHMENT 6.1 – Contact Information

Company Legal Name: _____

Company Official Address: _____

Company Web Site (URL): _____

Contact Person for project administration:

Name: _____

Address: _____

Phone Number: _____ (office)

_____ (mobile)

Email Address: _____



Attn: Purchasing Supervisor
 1500 Airport Road
 Gallatin, TN 37066

ATTACHMENT 6.2 – Bid Form/Certification

20190502-BOE Pest Control

Date _____

	PRICE PER LOCATION	EXTENDED TOTAL
CAFETERIA / KITCHEN LOCATION		
SCHOOL / ADMINISTRATIVE LOCATION		

ADDITIONAL SERVICES	
BED BUGS	
Classroom Treatment	
Office Treatment	
Other Areas Treatment	
TERMITES	
Price for inspection service	
Price for spot treatment up to 90 linear feet of treatment area	
Price per linear foot exceeding 90 linear feet	
BROWN RECLUSE & BLACK WIDOW SPIDERS	
Classroom Treatment	
Office Treatment	
Other Areas Treatment	

Authorized Signature _____

Title _____

Printed Name _____

Vendor Legal Name _____

Address _____
(street) (city, state, zip)

ATTACHMENT 6.3 – School Nutrition Program – Contract Agreement

CONTRACT AGREEMENT

We have carefully examined and fully understand the scope of work in furnishing the Sumner County Board of Education School Nutrition Program Pest Control Services at the bid price for items requested.

In compliance with the contract awards and subject to all terms and conditions listed in the scope of work, the undersigned offers and agrees to sell to the Sumner County Board of Education 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 Signature

Company Representative (Printed)

Title

Address

City, State, ZIP Code

Date

Telephone

ATTACHMENT 6.4 - References

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

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

ATTACHMENT 6.5 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

- (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.

ATTACHMENT 6.6 – 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

ATTACHMENT 6.7 – 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

ATTACHMENT 6.8 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: <i>(or Social Security Number)</i>	

The Contractor, identified above, does hereby attest, certify, warrant and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract, **T.C.A. § 12-3-309.**

SIGNATURE & DATE: _____

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

ATTACHMENT 6.9 – Drug Free Workplace Affidavit

The Sumner County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County Board of Education employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____,
an employer of five (5) or more employees contracting with Sumner County Board of Education to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____
(hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state and any local government to provide contracted services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113 and all applicable Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer: _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

ATTACHMENT 6.10 – W9

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

	Social security number [] [] [] - [] [] - [] [] [] []
	or Employer identification number [] [] - [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**ATTACHMENT 6.11 – Standard Terms & Conditions
SUMNER COUNTY BOARD OF EDUCATION (SCS)**

1. PREPARATION AND SUBMISSION OF BID.

- a. Failure to examine any drawings, specifications, or instructions will be at the proposer's risk. Any deviation from the stated terms, conditions and specifications must be coordinated with and approved in writing by the SCS Purchasing Supervisor.
- b. RFP SUBMITTAL / SIGNATURE: Proposal shall give the full name and business address of the bidder. If the proposer is a corporation, the name shall be stated as it is in the corporate charter. Proposals must be signed in ink by the proposer's authorized agent. Unsigned proposals will be rejected. Proposals are to be sealed and the outside of the envelope is to reference the RFP number. The person signing the proposal must show their title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Proposer understands that by submitting a proposal with an authorized signature, it shall constitute an offer to SCS. Proposals must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the W9. Electronic submissions via email, fax, etc. shall not be accepted.
- c. SCS is not responsible for any costs incurred by any vendor pursuant to the RFP. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
- d. All proposers must be in compliance with T.C.A. § 62-6-119 at the time of proposal submission and provide evidence of compliance with the applicable provisions of the chapter before such proposal may be considered.
- e. Proposals are to be received in the location designated in the RFP no later than the specified date and time. Late submissions will NOT be opened or considered.
- f. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing the proposal.
- g. Specifications: Reference to available specifications shall be sufficient to make the terms of the specifications binding on the proposer. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the proposer to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the proposal. Proposers are required to notify SCSs Purchasing Supervisor whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposal is submitted must be equal or superior to that specified. Informative and Descriptive Literature: The proposer must show brand or trade names of the articles proposed, when applicable. It shall be the responsibility of the proposer, including proposer's whose product is referenced, to furnish with the proposer such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of proposer.
- h. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon proposer's request within ten (10) days of RFP opening, be returned at the proposer's expense. Each sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP number and item reference.
- i. Time of Performance: The number of calendar days in which delivery is to be made after receipt of order shall be stated in the RFP and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.
- j. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the RFP. Proposal prices shall include delivery of all items F.O.B. destination.
- k. New materials and supplies must be delivered unless otherwise specifically stated in the RFP.
- l. Alternate/multiple bids will not be considered unless specifically called for in the RFP.
- m. Only proposals submitted on RFP forms furnished by SCS will be considered.
- n. By signing this RFP where indicated, the proposer agrees to strictly abide by all local, state and federal statutes and regulations. The proposer further certifies that this proposer is made without collusion or fraud.
- o. Error in Proposal. In case of error in the extension of prices in the proposal, the unit price will govern. Late submissions will NOT be opened or considered. Proposers are cautioned to verify their proposals before submission, as amendments received after the ITB deadline will not be considered. No proposals shall be altered, amended or withdrawn after opening. After proposal opening, a proposer may withdraw a proposal only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the proposal would impose unconscionable hardship due to an error in the proposal resulting in a quotation substantially below the other proposals received. Proposal withdrawals will be considered only upon written request of the proposer.

2. **OPEN RECORDS.** In order to comply with the provisions of the Tennessee Open Records Act, all proposals will be publicly opened and are subject to public inspection after the award upon written request. Proposers may be present at ITB opening. Summary information will be posted the SCS website, www.sumnerschools.org under the Invitation to Bid link.
3. **ACCEPTANCE AND AWARD.** SCS reserves the right to reject any and all proposals and to waive any informality in proposals and, unless otherwise specified by the proposer to accept any item in the proposal. Action to reject all proposals shall be taken for unreasonably high prices, errors in the proposal documents, cessation of need, unavailability of funds, or any other reason approved by SCS.
 - a. Contracts and purchases will be made with the lowest, responsive, responsible, qualified proposer. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered, and the delivery terms will be taken into consideration.
 - b. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
 - c. Prices quoted on the response (if any) are to be considered firm and binding until the said equipment, supplies or services are in the possession of SCS.
 - d. SCS reserves the right to order more or less than the quantity listed in the proposal.
 - e. If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that SCS shall have ninety (90) days to accept.
 - f. No purchase or contract is authorized or valid until the issuance of a SCS purchase order in accordance with SCS policy. No SCS employee is authorized to purchase equipment, supplies or services prior to the issuance of such a purchase order.
 - g. The contract may not be assigned without written SCS consent.
 - h. If the appropriate space is marked on the ITB, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as SCS.
 - i. The awarded proposer will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by T.C.A. §12-4-201.
 - j. If the project cost is in excess of \$25,000 a performance bond must be secured by the requesting part in an amount equal to the market improvement value.
4. **PAYMENT.** Payment terms must be specified in the proposal, including any discounts for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP are inspected and approved as conforming by persons appointed by SCS.
5. **DEFAULT OF SELECTED VENDOR.** In case of vendor default, SCS may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their response, the contract, SCS policy or any law, they may be disqualified from proposing for a period of two years for minor violations or longer for major violations. Proposals from disqualified proposers will not be accepted during the period of disqualification.
6. **INSPECTION OF PURCHASES.** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. SCS shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires SCS to use nonconforming materials, an appropriate reduction in payment may be made.
7. **TAXES.** SCS is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to or performing repair work on real property for SCS are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.
8. **NONDISCRIMINATION.** SCS is an equal opportunity employer. SCS and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin. In the event that any claims should arise with regards to violations of any such local, state or federal law, statues, rule or regulations, the vendor will indemnify and hold SCS harmless for any damages, including court costs or attorney fees, which might be incurred.

- 9. PROHIBITIONS/NO VENDOR CONTRACT FORM.** Acceptance of gifts from vendors is prohibited. T.C.A. §12-4-106. The contract documents for purchase under this RFP shall consist of the successful proposer's bid and SCS's purchase order. **The proposer may request exceptions to terms and conditions and/or request SCS to accept other terms and conditions by means of subsequent documents such as invoices, warranty agreements, license agreements, etc. All subsequent document shall be open to revision for impermissible language. SCS reserves the right to render the proposal unresponsive and subject the proposal to rejection if successful terms cannot be negotiated.**
- 10. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS.** Tennessee Public Chapter No. 878 of 2006, T.C.A. §12-3-309, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.
- 11. SALES AND USE TAX.** Before the Purchase Order/Contract resulting from this RFP/RFQ is signed, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax as required by T.C.A. §12-3-306.
- 12. ASSIGNMENT.** Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.
- 13. LIABILITIES.** The vendor shall indemnify SCS against liability for any suits, actions or claims of any character arising from or relating to the performance under this agreement by the vendor or its subcontractors. SCS has no obligation for the payment of any judgement or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.
- 14. APPLICABLE LAW.** Any contract shall be interpreted under the laws and statutes of the State of Tennessee. SCS does not enter into contracts which provide for mediation or arbitration. Any action arising from any contract made from this RFP shall be brought in the state courts in Sumner County, TN or in the United States Federal District Court for the Middle District of Tennessee.
- Additionally, it is a violation of state statutes to purchase materials, supplies, services or any other item from a vendor that is a commissioner, official, employee or board member that has any financial or beneficial interest in such transaction, T.C.A. §12-4-101.
- 15. FUNDS.** The Proposer understands and accepts the non-appropriation of funds provision of SCS.
- 16. DATA PRIVACY AND SECURITY.** Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, or Gramm-Leach-Bliley) or such information which would allow a third party to gain access to the personal, medical or financial records of any of any party. Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of PI complies with all applicable federal and state privacy and data protection laws. Vendor represents and warrants that Vendor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Vendor deems necessary to maintain compliance with SSAE16. If PI provided by SCS to Vendor is subject to FERPA. Vendor agrees that in its handling of FERPA data it will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or re-disclosure of PI covered by FERPA may, under certain circumstances, result in Vendor's exclusion from eligibility to contract with SCS for at least five (5) years. Vendor shall provide SCS with the name and contact information for an employee of Vendor who shall serve as SCS's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. Vendor shall immediately mitigate or resolve any Security Incident, at Vendor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse SCS for actual costs incurred by SCS in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under applicable law as a result of the Security Incident.
- 17. IRAN DIVESTMENT ACT.** By submission of this proposal, each proposer and each person signing on behalf of any proposer certified, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to T.C.A. §12-12-106.

ATTACHMENT 6.12 – Vendor Checklist

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

1. Submission of Proposal

- On-Time Submittal
 - Deadline is listed in Section 4 – Schedule of Events
 - Late Proposals will be IMMEDIATELY DISQUALIFIED
- A Proposer may not submit alternate proposals unless requested.
- Tax not included in cost proposal.
- Clearly marked outside of envelope/package.
 - RFP Number and “DO NOT OPEN”
 - Vendor Name, License Number, Expiration Date & License Classification (if applicable)
 - Other License data as required in Section 5.6 – Proposal Package
- No erasures on proposal documents.

Correct Format:

- One (1) Complete Original (*Section 5.6 & Attachment 6.2*)
- Two (2) Additional copies of the Original (*Section 5.6*)
- One (1) Electronic format copy - CD/USB Drive (*Section 5.6*)
- Original Signature on Original Proposal. NO copied or digital signatures (*Section 5.6 & Attachment 6.2*)

2. Required Forms

- Evidence of Business License (*Section 5.1*)
- Completed “Contact Information” form (*Attachment 6.1*)
- Signed and dated “Bid Form/Certification” form (*Attachment 6.2*)
- Signed and dated “School Nutrition Program – Contract Agreement” form (*Attachment 6.3*)
- Complete “Reference” form (*Attachment 6.4*)
- Signed and dated “Certification Regarding Debarment or Suspension” form (*Attachment 6.5*)
- Signed and dated “Certification Regarding Lobbying” form (*Attachment 6.6*)
- Signed and dated “Certificate of Independent Price Determination” form (*Attachment 6.7*)
- Signed and dated “Attestation Re Personnel” form (*Attachment 6.8*)
- Signed, dated and notarized “Drug Free Workplace Affidavit” form (*Attachment 6.9*)
- Signed and dated “IRS Form W-9” form (*Attachment 6.10*)

***This checklist does not represent a complete list of, or replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.**

****Notations on proposals that materials submitted be kept confidential will not be honored. All proposal documents and contracts become public record.**