



# SUMNER COUNTY BOARD OF EDUCATION SUMNER COUNTY, TENNESSEE

Purchasing Staff Contact:

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

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. Any alterations to this 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.

#### Responses II.

- Proposal must include point-by-point responses to the RFP. Proposal must include a list of ans <
- <

## v. Insurance Requirements and Liability

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on Sumner County properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation of a minimum of \$250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on School System properties. There will be no exceptions to the insurance requirement.

#### VI. Payment Terms

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and School System's approval of conformance with specifications. The Sumner County Finance Department does not allow the practice of picking up checks in person

### VII. Deadline

Sealed proposals will be accepted until **December 11,2018 10:00 a.m. local time.** Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions.

## VIII. Withdrawal or Modification of Proposal

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

## IX. Package

The package containing the proposal must be sealed and clearly marked "20181211-CO Annual cleaning contract bid for Gallatin Public Library on the outside of the package Question Contact April Mangrum, Library Manager GPL Manager gallatinlibrarymanager@gmail.com

Responses must be hand delivered or mailed to the following address.

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

## xv. Liabilities

The vendor shall indemnify Sumner County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Sumner County has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

## XVI. Tax Status

Sumner County Government is tax exempt.

## xvII. Invoicing

Invoices are to be submitted to:

April Mangrum, Library Manager Gallatin Public Library of Sumner County 123 East Main Street Gallatin , TN 37066

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts.

#### xvIII. Contract period

The anticipated contract period for this RFP is <u>January 1, 2019</u> through <u>June 30, 2020</u>. The vendor and the library may agree to renew the contract with the same applicable terms for up 2 annual renewals of 12 months each (beginning Jul 1 -June 30).

## xix. Contract Nullification

Sumner County may, at any time, nullify the agreement if, in the judgment of Sumner County, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between Sumner County and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adj4(o)-5(n)3( an ap)3(p)3(r)12(o)-5(v)6(n)

## xx. Applicable Law

Sumner County, Tennessee is an equal opportunity employer. Sumner County does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or

- 1. Vacuum all carpeted surfaces
- 2. Dust-mop all non-carpeted floor surfaces
- 3. Wet-mop all non-carpeted floor surfaces
- 4. Clean and disinfect water fountains
- 5. Dust and clean all desks, tables, and chairs in the public areas of the library
- 6. Clean and disinfect bathrooms:
  - a. Disinfect dispensers and waste receptadesb. Gean and disinfect sinks and sink fixtures
  - C.

### SUMNER COUNTY BOARD OF EDUCATION

Purchasing Office 1500 Airport Road Gallatin, TN 37066

COMPANY NAME	
ADDRESS	
TELEPHONE	
EMAIL	
AUTHORIZED COMPANY REPRESENTATIVE	
AUTHORIZED COMPANY REPRESENTATIVE	
DATE	
BID TITLE	20181211-CO Annual Cleaning Contract

DEADLINE

#### ATTACHMENT 1

#### STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company			
Address			
Phone			
PHONE			
Fou			
Fax			
Respondent (Signature)			
Respondent (Print Name and Title)			
Authorized Company Official (Print Name			

#### DRUG-FREE WORKPLACE

The Sumner County Government 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 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.

<u>Drug-Free Workplace Act of 1988</u> – Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100

## DRUG-FREE WORKPLACE AFFIDAVIT (page 2)

STATE OF

COUNTY OF

#### ATTACHMENT 3

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
- 2. Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the bid, been convicted or had a civil judgment rendered against it
  - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name of Participant Agency

Name and Title of Authorized Representative

Sig

#### ATTACHMENT 4

#### CERTIFICATION BY CONTRACTOR

I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.

 Title
 Name
 Date
 Witness