## 2. Requirements

## 2.1. Scope of Work / Specifications

The Sumner County Board of Education is soliciting responses for the cleaning of range exhaust hood systems located in the Nutrition Program kitchens located throughout the District. There are currently 48 locations to be cleaned with additional locations to be added when completed. The Contractor shall perform all tasks necessary for the proper cleaning of the hood system in accordance to all applicable NFPA, Federal, State, OSHA and Local Authority having jurisdiction Standards, Regulations, Codes and Requirements.

The deanings are to be completed during the last two weeks of July.

The service is to include the following:

cleaning and servicing the rooftop fan and motor;

cleaning all grease from hood, exhaust piping, filters, lights (under hood), and fire suppression equipment (under hood);

chemicals must meet all EPA standards and other regulatory codes pertaining to the process of cleaning the hood system;

all cleaning materials and related residue are to be removed from the site by the contractor at the completion of the cleaning operation.

tag equipment with date of cleaning and initialed by person responsible for cleaning

COMPLIANCE ENGINE REPORTS. The Contractor is required to upload reports to the Compliance Engine within seven (7) days of completion of the cleaning. Failure to complete the upload will result in contract termination. No Exceptions.

Required service work, other than inspection, must be coordinated with and approved by the Supervisor of School Nutrition, Jennefer Smart, at (615) 451-5217 or Jennefer.smart@sumnerschools.org.

Contract Term: July 1, 2021 June 30, 2021

SCS reserves the right to extend the contract for an additional four, one-year terms. At contract renewal, the contractor may submit a request for price increase. All extensions are subject to approval by both parties.

Contractors awarded construction projects for the improvement of real property will be required to provide the following:

o Sgned AIA Document

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- o A certificate of naturalization (N550, N570 or N578);
- o A U.Scitizen identification card (I-197 or I-179); or
- Valid alien registration documentation or other proof of current immigration registration recognized by the Un

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

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
Original Signature on Original Proposal. NO copied or digital signatures.



## 5.7. Evaluation of Proposals

The SCS Purchasing Supervisor will first examine the proposals to reject those that are dearly non-responsive to the stated requirements. Proposers who are determined to be non-responsive and/or non-responsible will be notified of this determination.

The evaluation process will include the following factors:

Company Experience and Qualifications

- The nature and scope of the Proposers business.
- o The number of years the Proposer has been licensed to do business.
- o The number of years the Proposer has been providing the requested services.
- How many similarly sized or larger K-

Company Legal Name:	
Company Official Address:	

:	
Agency/ Department:	
Date of Project:	Dollar Value:
Project Manager/Contact:	
Phone:	Email:
:	
Agency/ Department:	
Date of Project:	Dollar Value:
Project Manager/Contact:	
Phone:	Email:
:	
Agency/ Department:	
Date of Project:	Dollar Value:
Project Manager/Contact:	
Phone:	Email:
:	
Agency/ Department:	
Date of Project:	Dollar Value:
Project Manager/Contact:	
Phone:	Email:

<sup>\*</sup>Proposers may copy this page and submit additional references.

The undersigned Proposer certifies that they are duly 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.

The undersigned Proposer certifies, to the best of its knowledge and belief, that it and its principals:

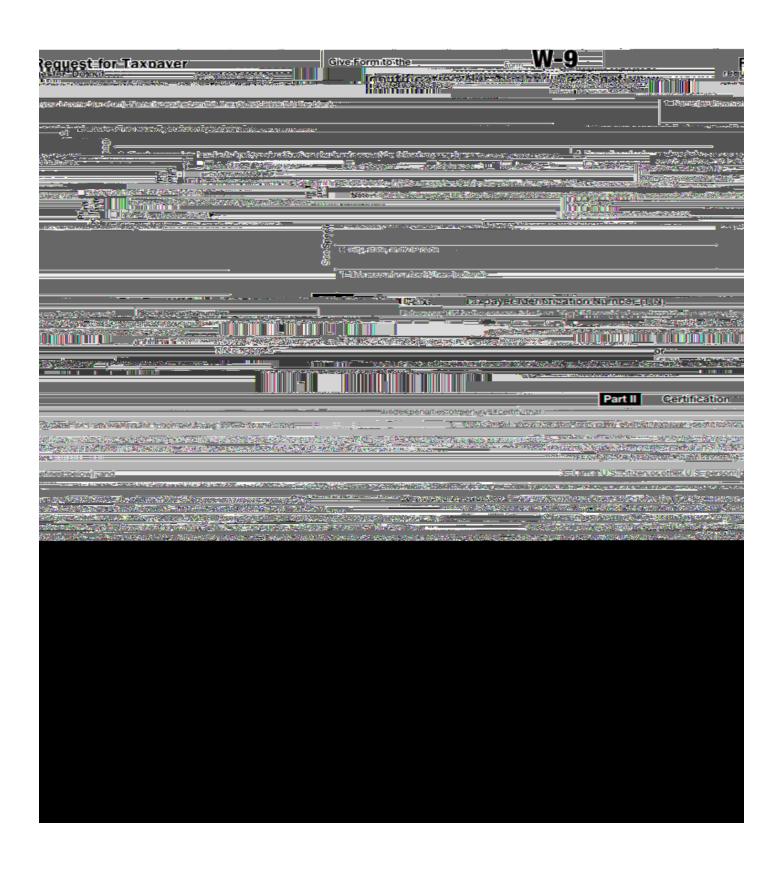
Are not presently debarred, suspended, proposed for debarment, dedared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;

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

Are not presently indicated or otherwise criminally or civilly charged by a government entity (federal, state or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgement rendered against it:

- 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;
- 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
- o For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of

The Sumner County Board of Education



Failure to examine any drawings specifications, or instructions will be at the ns, or instruc

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.
- 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 SCSshall 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 RFP/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 percorc.75 598.42 Tm0 g0 G()]TJETQ EMC / PAMQD 5xBDC q091 0 8 ma0 g00 Ga0 g00 the

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 orporated by this reference.

Before the Purchase Order/Contract resulting from this RFP/ITB 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.

Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.

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.

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/ITB shall be brought in the state courts in Sumner County, TN or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statutes to purchase materials, supplies, services or any other item from a 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.

. The Proposer understands and accepts the non-appropriation of funds provision of SCS

Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, or Gramm-Leach-Billey) 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 redisclosure 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 SCSs 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 mity sec