

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
August 7, 2019

INVITATION TO BID

Furnish Computers

FOR SCHOOL NUTRITION DEPARTMENT
2019-2020 FISCAL YEAR

Bid File 20-12

A sealed envelope containing the bid must be sent to the Attention of Denise Ellison, Purchasing Agent, and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. **Bidder must provide “original” and one (1) “copy” in one (1) sealed envelope.** In the lower left corner of the envelope, print your company name, the Bid File Number and the time and date of opening. All bids will be opened publicly. All vendors will receive official notification of the bid award, pending Board approval. Bid documents may be secured from the Purchasing Department at the above address and on our website at www.hcde.org. Bid must be received in the Purchasing Department prior to the designated time for bid opening. Bids received after the designated time of opening will be considered late and will not be accepted. Bid opening date: August 29, 2019 @ 2:00 p.m.

Bidder _____
(Company Name)

(Company Address)

(Contact Name/Phone Number)

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
August 7, 2019

Sealed bids are to be addressed to the Hamilton County Board of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, Attention: Denise Ellison where the bid will be opened August 29, 2019 @ 2:00 p.m.

1. Ship and Deliver – All items in this bid are to be delivered to the School Nutrition Warehouse as directed by the purchase order. All price quotes must be F.O.B. destination.
2. Quality and Guarantee - All materials on which bids are submitted shall be of the quality and grade specified. Each bid must be accompanied with complete descriptions, catalog cuts, or other illustrations of each item upon which a bid is made, if appropriate. The names of manufacturers and stock numbers shall be clearly indicated.
3. Requirements for Submitting Bids - Bids made on forms other than the Proposal Form may not be considered. The signature of the person submitting the proposal shall be in longhand, and the completed form shall be without erasure or interlineations. REVIEW EACH PAGE BEFORE SUBMITTING TO INSURE REQUIRED SIGNATURES AND ACKNOWLEDGEMENTS ARE COMPLETED. OTHERWISE, THE BID COULD BE CONSIDERED AS A NON-RESPONSIVE BID. **Any additional materials offered by the vendor to be included in the bid submission must be approved prior to the bid opening. The vendor could be determined as non-responsive if items are presented that attempt to alter the bid conditions in any way or by submitting items that do not meet bid specifications, and the vendor could be excluded from the 2019-2020 school year bid process. It is recommended that no additional written documents be included in the bid packet Please submit only those items that are requested. Ensure that all documents are completed in full signed and returned with the packet. The actual bid documents must arrive prior to the bid opening.**
4. Rights of Owner - The Hamilton County Board of Education reserves the right to reject and/or all bids or any part thereof, to waive technicalities and informalities.
5. The bid is to be made for the make and model specified **or pre-approved equal**. If the vendor is submitting an item to be approved as an equal, the make, model and specifications are to be submitted to Martha Marrufo at marrufo_m@hcde.org **no later than August 20, 2019.**

6. Clarification of Bid Document - Should a bidder find discrepancies in or omissions from the bid document or should he/she be in doubt as to its meaning, he/she shall at once request clarification from **Denise Ellison, Purchasing Department**, at 423-498-7030. This must be done prior to the awarding of the contract.
7. Awarding of Contracts - The District reserves the right to award one contract for all items in this bid. Contract to be awarded to the most responsible and responsive bidder based on lowest price, all or nothing and that meets the specifications listed as well as the completion of all bid documents. **The district reserves the right to purchase more equipment with the same specifications throughout the 2019-2020 School year as needed at the same bid price and conditions.**
8. Contract Period: From the date after Board approval through June 30, 2020.
9. Renewal Provision – There is no renewal provision.
10. Invoices - The vendor shall submit invoices to:

Hamilton County Department of Education
Attn: Connie Blevins, Accounts Payable Supervisor
3074 Hickory Valley Road
Chattanooga, TN 37421

The invoices will be returned for correction unless they contain the following information:

- Company Name
- Purchase Order Number
- Invoice/Reference Number (assigned by the Vendor)
- Invoice Date
- Item Numbers
- Description of Item
- Quantity
- Unit Price and Extensions by Item
- Total Amount Due for the Invoice Period
- Delivery Date

Payment will be made to the vendor when the contract has been met and verified and has met the procedures for payment. Every effort will be made to pay all invoices within thirty (30) calendar days of the receipt of invoice. HCDE does not permit late fees on invoices.

11. Deliveries must be accompanied by Delivery Tickets or Packing Slips. These shall contain the following information for each item delivered: Purchase Order Number; Item Number; Name of Article; Quantity; and Supplies. For delivery arrangements, please contact Martha Marrufo, at marrufo_m@hcde.org or at 423 498-7289. School nutrition will not accept damaged, dented or scratched equipment. A new replacement piece will be required.
12. Tax Exemption -Sales and excise taxes do not apply to equipment/parts/supplies purchased by a board of education. These taxes should not be included when listed on an invoice. The necessary exemption certificate properly executed is to be provided to the successful bidder with signature by a representative of the owner (HCDE).
13. The School Nutrition Director or designee shall be responsible for verifying contract performance.
14. If the contractor cannot or will not perform as spelled out in the bid document, the vendor will be notified by letter of the deficiency. If the deficiency has not been corrected after a second notification, the contract may be cancelled. The Board of Education will have the right to award the contract to the next lowest bidder.
15. Regulation Compliance:
 - A) **Environmental Tobacco Smoke**: Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines.
 - B) **Equal Order 11246, "Equal Employment Opportunity"**: All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub grantees shall be in compliance with **Executive Order 11246, entitled "Equal Employment Opportunity"** as amended by Executive Order 11375 (October 13, 1966), and Department of Labor regulation (41CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State's Department of Labor.
 - C) **Clean Air and Clean Water Acts**. Applies to contracts and subcontracts in excess of \$100,000. Contractors must certify compliance with the applicable provisions of the Clean Air Act; the Clean Water Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.

D) **Energy Policy and Conservation Act. Applies to all contracts.** All contracts must recognize appropriate mandatory standards and policies relating to energy efficiency which are contained in the State's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163 Statute 871) (PL94-165).

E) **2 CFR 200.326, Restrictions on Lobbying** - Applies to contracts renewals in excess of \$100,000.00. Proposers must comply with the certification and reporting requirements of 2 CFR 200.326(j).

F) **Encouraging Small and Minority Owned Businesses 2 CFR 200.321** - To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.

BIDDER: Please cite your company classification as classified by the State of Tennessee, in the appropriate block:

_____ Minority Firms

_____ Women's Business Enterprise

_____ Labor Surplus Area Businesses

_____ Minority Owned Businesses

Other _____

Bidder _____
(Company Name)

G) **2 CFR 200.326(i), Suspension and Debarment** - Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential contractor must certify eligibility by signing the included form.

H) **2 CFR 200.319(c) Drafting of Bid Specifications** - Requires that any person that develops or drafts specifications, requirements, statements of work, invitations bid, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.

I) **2 CFR 200.319(c) Local Geographical Preferences** – Local geographical preferences shall be prohibited as specified in 2 CFR 200.319, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.

J) **T.C.A. § 50-9-113, Drug-Free Workplace Affidavit** – A form required to be signed to affirm company is compliance.

K) **Certification of Compliance with Tennessee Public Chapter #587** – Requires background checks for employees of vendors under certain situations.

L) **Hamilton County Department of Education Addendum to Agreement** – A local form required to be signed by the bidder for each bid.

M) **Non-Collusion Affidavit** – The form states the proposer agrees and understands the affidavit and is required to be signed.

N) **Certification of Compliance with IRAN Divestment Act**
A local form required to be signed by the bidder for each bid.

16. **Record Retention** - All records shall be maintained by the vendor for three (3) years after final payment has been made or until all disputes are resolved. All such records must be made available to the State Agency, the United States Department of Agriculture, the Comptroller General of the United States, or any of their duly authorized representatives.

Records must be retained for at least the Federal record retention period of three (3) years; however, records must be retained longer if the following occurs:

A) Until all pending matters are resolved. Pending matters include contract disputes, audits, investigative and review findings.

B) The Federal record retention period begins with the later of the date:

- 1) The final payment is made under the contract,
- 2) The contract concludes; or
- 3) The final claim for reimbursement for the fiscal year in which the contract concludes is submitted.

C) For renewable contracts, records of the initial procurement through the conclusion of the final renewal must be maintained.

Records Access - The contractor shall agree to retain all books, records and other documents relative to the contract agreement for three (3) years after final payment, or until audited by the SFA, whichever is sooner. Duly authorized representatives of the LEA/SFA and/or USDA auditors or the Comptroller General of the United States shall be allowed full access to any books,

documents, papers and records of the vendor which are directly pertinent to all negotiated contracts.

Documentation - All aspects of each procurement, including the rationale for the procurement selected, contract type selected and basis for contract price must be documented. All records documenting the procurement history, including all extensions and renewals, must be retained for the greater of the State's record retention requirements or for the Federal record retention period. Records must be retained beyond this period until all pending matters are resolved. Failing to maintain required records can result in audit and review findings, cost disallowances and prevent the School Nutrition department from effectively responding to bid protests and contract disputes.

17. A positive effort will be made to utilize a state contract bid price if those bids prove to be more economical to the School Nutrition Department.
18. Insurance - Bidders shall provide Worker's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based. Successful bidder must add the Hamilton County Department of Education as additional named insureds by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured.
19. "Prohibition Against Conflicts of Interest, Gratuities, and Kickbacks"-

Any employee or any official of the Hamilton County Board of Education, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to the Hamilton County Board of Education shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5,000.00) or by imprisonment in the penitentiary for not more than ten (10) years or both fined and imprisoned in the discretion of the jury.

Every person, firm, or corporation offering to make, or pay, or give any rebate, percentage of contract, money, or any other things of value, as an inducement or intended inducement, the procurement of business, or the giving of business, to any employee, or to any official of the Hamilton County Board of Education, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5,000.00) or by imprisonment in the penitentiary for not more than ten (10) years, or both fined and imprisoned in the discretion of a jury.

20. Delivery of Goods and Services - It is understood and agreed that this bid shall constitute an offer which, when approved by the School Board and accepted in writing by the Purchasing Department, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of bidders for the rest of the current bid year as well as for the following bid year.
21. Non-Compliance - If a vendor materially fails to comply with any terms of an award, whether stated in a Federal Statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstance(s):
- Temporarily withhold cash payments pending correction of the deficiency by the vendor or more severe enforcement action
 - Disallow all or part of the cost of the activity or action not in compliance
 - Wholly or partly suspend or terminate the current award for the vendor
 - Withhold further awards for the program
 - Take other remedies which may be legally available
 - It will result in removal of the vendor from our list of bidders for the rest of the current bid year as well as for the following bid year.
22. Tie-Bids - A tie bid exists where two or more vendors offer products that meet all specifications, terms and conditions at identical prices, including cash discount offered for prompt payment. In such case, a tie bid will be broken by the following methods, in descending order:
- Quickest delivery, **if applicable**
 - By lot or coin toss
23. Conflict Resolution - In the event a vendor has a complaint concerning the bid process or award of the bid, the complaint shall be filed with the Director of Purchasing / Asset Management, Hamilton County Department of Education. The vendor must state their complaint in detail and in writing to the Director of Purchasing / Asset Management within ten (10) working days of the complaint. The Director of Purchasing / Asset Management will notify the State School Nutrition Department of the complaint received within three (3) working days. The settlement of all contractual and administrative issues arising out of procurements will first be considered at the local level. Examples of issues include source evaluation, protests, disputes and claims. In the event the vendor and the School Nutrition Program cannot resolve the complaint, the complaint will be presented to the Director of Purchasing for resolution between the vendor and the Department of School Nutrition.

24. Code of Conduct - No employee, officer or agent of the Hamilton County Department of Education School Nutrition Department can participate in the selection, award of administration of a contract supported with Federal Funds if a conflict of interest, real or apparent, would be involved. Real and apparent conflicts of interest exist when:

- The employee, officer or agent; any immediate family member of same; partner or organization that employs or is about to employ any of the above or has a financial or other interest in the firm selected for the award
- Organizational structures and personnel practices exist that undermine the independence and integrity of the procurement process
- Gratuities, favors, or anything of monetary value are solicited or accepted from current or potential vendors on behalf of any individual or the organization before, during, or after contract award.

25. Vendor Performance - If the Vendor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, HCDE SNP may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of 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 our list of bidders for the rest of the current bid year as well as for the following bid 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 so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse schools 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 bid specifications

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

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

Hamilton County School Nutrition Program actions in event of a breach –

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

- A. Give the Vendor a written notice of the breach requiring it to be remedied within thirty days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
 - B. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the HCDE SNP determines that the Vendor has cured the breach, shall never be paid to the Vendor;
 - C. Set off against any other obligation the HCDE SNP may owe to the Vendor any damages the HCDE SNP suffers by reason of any event of breach;
 - D. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.
 - E. The district will reserve the right to remove the vendor from our list of bidders for the rest of the current bid year as well as for the following bid year.
27. Contract Termination for Cause - If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the HCDE SNP shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
In the event the contract is terminated for due cause by the HCDE SNP, the HCDE SNP shall have the option of awarding the contract to the next lowest bidder or bidding again and removing the vendor from our list of bidders for the rest of the current bid year and the following bid year.
28. Contract Termination for Convenience - The Hamilton County Department of Education School Nutrition Program may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the HCDE SNP. The HCDE SNP must give notice of termination to the Vendor at least thirty days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any

service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

29. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company, or any of its employees, agents, officers of proposed sub-contractors **have _____ have not _____** (please indicate appropriate answer and be specific) violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. Sc 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. Sc 1961), the mail or wire fraud statutes (18 U.S.C. Sc 1341, 1343), the false statements statute (18 U.S.C. Sc 1001), the Tennessee Anti-Trust Act (T.C.A. Sc 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees **have _____ have not _____** (please indicate appropriate answer) been debarred by any governmental agency (federal, state, or local). If your response is affirmative, please explain circumstances and the occasion. **Failure to complete this statement shall be cause for your bid being considered non-responsive to this Bid Proposal Form and subject to rejection.**
30. All vendors must execute "Addendum to Agreement" (form attached). **Failure to execute this agreement will result in disqualification of your bid.** **Vendor agrees _____, does not agree _____ (please check appropriate response) to execute "Addendum to Agreement".** (This form is required even if the contract is not a lease agreement. It is a Board requirement).
31. **All bidders are to submit a product picture, product specifications, including dimensions and standard features.**
32. Warranty – Bidder must provide warranty coverage, including manufacture and bidder warranty. This should be provided with required specifications as described in number 31.
33. All bidders must fully execute all bid forms including bid document and all forms included within the packet.
34. The original document cannot be changed in format or in items requested.
35. This bid is awarded as firm bottom line price, all or nothing.
36. **Non-Discrimination Statement:**
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) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Bidder _____ (Company Name)

The Hamilton County Department of Education affirms that it complies with Title VI and Title IX acts of 1964 / 1972.

Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Title IX of the Education Amendments of 1972

Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.

General Information

I certify that no Hamilton County Board of Education member or Department of Education employee has any financial interest in this company or will profit in any way from this potential purchase.

Signed _____ Date _____

Print Name _____ Company _____

Address _____ City _____ State ____ Zip _____

Telephone No. _____ Fax No. _____ Email _____

Completed by:

Hamilton County Board of Education
School Nutrition Program

Bid File 20-12

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

The prospective participant / vendor 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.

Where the prospective participant / vendor is unable to certify to any of the statements in this Certification, such prospective participant / vendor shall attach an explanation to this proposal.

Organization Name

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

Signature

Date

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 \$25,000 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

Date

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.
2. This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure him or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT
(Attachment A)

State of _____ Contract/Bid File 20-12

County of _____

I state that I am _____ of _____
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

- (5) _____, its affiliates, subsidiaries,
(Name of my Firm)

officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Non-Collusion Affidavit
Continued

I state that _____ understands and
(Name of my Firm)

acknowledges that the above representations are material and important and will be relied on by Hamilton County Department of Education in awarding the contract(s) for which this bid is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Hamilton County Department of Education of the true facts relating to submission of bids for this contract.

(Signature and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY

OF _____, 20_____

NOTARY PUBLIC _____

My commission expires: _____

Certification of Compliance with Tennessee Public Chapter # 587

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education comply with Tennessee Public Chapter #587 (TPC587).

TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. (The Public Chapter 1080, (D) was amended to: "A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is conducted under the supervision of school officials or employees."

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

I have read the attached TENNESSEE PUBLIC CHAPTER # 587 and certify compliance with the regulations.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Drug-Free Workplace Affidavit Requirements

- (1) Each Contractor or Subcontractor with no less than five (5) employees receiving pay shall submit an affidavit stating that such employer has a drug-free workplace program in effect at the time of submission of bids. Said program shall comply with Title 50, Chapter 9, TCA.
- (2) If it is determined that an employer subject to the provisions of this section has entered into a contract for this Project and does not have a drug-free workplace pursuant to the referenced requirements, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance.
- (3) The written affidavit shall be submitted with the Contractor's Proposal Form, and the Bid shall not be considered complete if said affidavit is not included, and the Bid shall be rejected as Non-Responsive.
- (4) For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development.

**AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with bid by vendor/contractor with 5 or more employees)

I, _____, president or other principal

Officer of _____, swear or affirm that the
(Name of Company)

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with the Tennessee Code Annotated, § 50-9-113.

President of Principal Officer

For: _____

**STATE OF TENNESSEE }
COUNTY OF }**

Subscribed and sworn before me by _____,
President or principal officer of _____,
on this _____ day of _____, 20 _____.

_____ NOTARY PUBLIC

My Commission Expires: _____

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

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: _____

SPECIFIC AGREEMENTS OF THE SCHOOL DISTRICT

1. Successful bidder will be paid within thirty (30) days of receipt of a correct statement.
2. School Nutrition Central office appropriate maintenance personnel will check all items for compliance for service, quality and quantity requirements. All problems will be documented in writing and the supplier will be notified. Failure to comply with bid requirements on five occasions will result in cancellation of the contract. Substitutions for specified items may be made only with the School Nutrition Director's approval. Items approved as substitutes must be provided at or below the agreed upon bid specifications for the specified items.
3. **The school system retains the right to reject any item within ten (10) full working days from the delivery date for obvious noncompliance with bid specifications. Any damages to the equipment such as dents, scratches, etc will be rejected, and a new piece of equipment will have to be delivered.**
4. The School Nutrition maintenance personnel will monitor these deliveries and denote shortages and obvious damaged goods, and other service issues. The SNP Accountant will monitor invoice compliance. The Board of Education retains the right to reject any or all payment of a service invoice that does not meet bid specifications.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
School Nutrition Program
Furnish Computers

INSTRUCTIONS TO BIDDERS

Below you will find instructions to bid on the equipment, in conformance with the conditions outlined in these specifications:

1. Should a bidder find discrepancies in or omissions from the bidding document or should he be in doubt as to their meaning, he/she shall at once request clarification from Denise Ellison, Purchasing Department, at 423-498-7030 or email: ellison_d@hcde.org or email: doe_purchasing@hcde.org. All questions have to go through Mrs. Ellison and not through School Nutrition. This must be done prior to the awarding of the contract.
2. Bidders must make proposals strictly in accordance with the requirements and specifications, and on the proposal form provided, otherwise the bid will not be considered. Exceptions are for any additional information requested, such as product specifications, warranty, etc.
3. **All bidders are to submit a product picture, product specifications, including dimensions and standard features.**
4. Before completing the delivery time frame on the proposal form, the bidder is to confirm the expected timeframe with the manufacturer. **If a range is given for a delivery time, the gap can be no more than fifteen (15) days.**
5. Warranty – Bidder must provide warranty coverage, including manufacture and bidder warranty. This should be provided with required specifications as described in number 3.
6. The bid is to be made for the make and model specified or pre-approved equal. If the vendor is submitting an item to be pre-approved as an equal, the make, model and specifications are to be submitted to Martha Marrufo at marrufo_m@hcde.org or at 423 498-7289, no later than August 20, 2019.
7. **The bidder understands that damage of any kind will cause the equipment to be rejected. A new piece of equipment will have to be delivered.**
8. The bidder must provide brand new equipment, NO refurbished equipment, whether it is the original piece or the replacement piece, due to damage.

9. The successful bidder shall submit invoices to:

Hamilton County Department of Education
Attn: Connie Blevins, Accounts Payable Supervisor
3074 Hickory Valley Road
Chattanooga, TN 37421

Refer back to # 9 and # 10 on page 2 of this document for details. By following these practices, your account can be promptly paid when submitted with less possibility of error. Payment will be made as soon as bills are cleared and processed.

10. The successful bidder must furnish the School Nutrition Department office with a local contact name and number for potential work to be completed during the warranty period. This contact should be available at any time during the hours of 6:30 a.m. to 4:30 p.m.
11. By the vendor's signature on the face of this bid, they certify this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.
12. The successful bidder shall be issued a purchase order to cover the cost of the equipment as needed. The purchase order must be received prior to equipment being ordered/shipped.
13. **The district reserves the right to buy more units during the school year 2019-2020 under the same bid conditions. The district reserves the right to award the contract to the most responsive and responsible bidder with the lower bottom line price and issue the purchase order as the equipment is needed.**
14. Instructions will be provided to the successful bidder concerning specific contact information and directions for delivery appointment date and time. For instructions contact Martha Marrufo at marrufo_m@hcde.org.
15. Vendor shall acknowledge that it, and its employees, serves as independent contractors and that HCDE shall not be responsible for any payment, insurance, or incurred liability.
16. Indemnification: Contractor shall indemnify, save and hold harmless HCDE, the School Board, Administration, agents, and employees from all suits, claims actions, or damages of any nature brought because of, or arising out of, or due to breach of agreement by contractor, its sub-contractors, suppliers, agents, or employees due to any negligent act, or occurrence or any omission or commission of contractor, its subcontractors, suppliers, agents, or employees.

Below are the specifications of the units being ordered:

ITEM # 1

Fifty two (52) Dell OptiPlex 3060 MFF Equivalent – 1.4” W x 7.0” D x 7.2” H or pre-approved equal:

- Micro Form Factor
- Processor: Intel Core i5-8400T (or better)
- OS: Windows 10 Pro x64
- Memory: 8 GB
- Storage: 256 GB SATA SSD
- Wireless: Built-in (802.11ac + Bluetooth – or better)
- Display Output: Two display outputs, with one VGA Port (or appropriate adapter)
- Other: 4 x USB Ports (or more), 1 x RJ-45
- Keyboard + Mouse Included
- 3 Year on Site Warranty

HAMILTON COUNTY DEPARTMENT OF EDUCATION
 PURCHASING DEPARTMENT
 3074 Hickory Valley Road
 Chattanooga, TN 37421
 (423) 498-7030
 August 7, 2019

SCHOOL NUTRITION DEPARTMENT
 Furnish Computers

PROPOSAL FORM

The Hamilton County DOE is purchasing items as identified below. The Bid shall be awarded on lowest bottom line price and to the company(s) that meets the specifications listed. The bidder will adhere to the conditions and specifications as outlined in the pages heretofore described. All document forms are to be returned with this proposal form. The items listed shall meet the specifications provided for the brand/model or pre-approved equal.

Item #	Qty	Description	Unit Price	Total Price
1	52	Dell OptiPlex 3060 MFF Equivalent – 1.4” W x 7.0” D x 7.2” H or pre-approved equal:		
Grand Total Price:				

Delivery to be _____ days after receipt of purchase order.

Delivery instructions will be specified in the Purchase Order. Contact Martha Marrufo for deliveries, at Marrufo_m@hcde.org or 423 498 7289/ 423 883-0627

All bidders must provide specifications on all products bid. **Bids received without specifications will not be considered.** Bid price to remain firm for the school year of 2019-2020 in order for additional pieces of equipment specified to be ordered if desired by the School Nutrition Program.

Bid submitted by:

 Printed Name

 Title

 Signature

 Date

 Contact Phone Number

 Contact Email Address

 Company Name

 Company Phone Number

ADDENDUM TO AGREEMENT

This addendum shall be considered part of and incorporated into the Agreement between the Hamilton County Department of Education, hereinafter referred to as, "Department", and _____ (Company) dated _____.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

- 1. This lease shall terminate at the end of the current fiscal year, June 30. Additional annual term(s), each of which said term shall expire at the end of the then current fiscal year, shall be at the sole option of the School. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement. **(#1 Does not apply to Bid File 20-12 but #2 and #3 do apply and signatures are required)**
- 2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee.
- 3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

Superintendent
Hamilton County Department of Education

Authorized Representative

Company

Date

Date

Hamilton County Department of Education Vendor Information Form

Name: (as appears on your income tax return) _____

Business Name: (if different from above) _____

Mailing address for **payments**

Mailing address for **purchase orders/ bids**

Contact Person _____

Phone: _____

Email: _____

Fax: _____

Signature _____

Printed _____

Title _____

Dated _____

Form **W-9**
 (Rev. November 2017)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
<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.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.