



Robertson County Tennessee
Jody Stewart, Finance Director
Finance Department
523 South Brown Street, Springfield, TN 37172
(615) 384-0202 Fax (615) 384-0237

POST DATE: **7/17/2018**

Pest Control Services

Sealed bids must be received by: **8/1/2018 at 10:30 AM**

Robertson County Finance Office
523 South Brown Street
Springfield, TN 37172

THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1394 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited. Any brand name called for in the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

For assistance with technical / product information contact Patsi Gregory, Supervisor, School Nutrition at (615)384-7280. For assistance with bid procedures contact Cheryl Moon, Robertson County Finance Office at (615) 384-0202 or by email: cmoon@robcotn.org.

Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.

Specifications for IFB #1394 Pest Control Services

Robertson County Board of Education
800 M.S. Couets Boulevard
Springfield, TN 37172
July 17, 2018

The purpose of this bid is to contract to provide monthly and annual pest control services at the specified Board of Education facilities in Robertson County, Tennessee. These services include but are not limited to providing all equipment, materials, vehicles and manpower necessary to inspect and treat properties of Robertson County Schools, including Robertson County Schools' kitchen facilities. This Invitation for Bid includes termite inspection and treatment.

Robertson County Board of Education is requesting your firm's participation in our bid for the products and services rendered. Robertson County will be awarding a bottom line, all or none, bid. Robertson County is interested in:

1. Selecting suppliers in such a manner as to provide for open and free competition and comparability.
2. Creating strong partnerships with the suppliers of goods and services.
3. Taking advantage of economies of scale to help reduce costs.

Robertson County is truly one bid for services delivered to the locations specified in Exhibit A to the addresses specified in Exhibit B and to be paid monthly by two checks to the vendor. Robertson County Board of Education and Robertson County School Nutrition Program will be responsible for payment of all purchases and services rendered to their respective entities.

If there are any questions regarding this solicitation, please call Jimmy Finch at (615)384-0213.

Again, we thank you for your interest and participation in our bid for becoming partners in the 2018-2019 School Year.

For purposes of this bid, all references to Robertson County Schools, Robertson County Board of Education, Robertson County, County, Schools, and Board are interchangeable in this document.

Pest Control Services

COMPANY: _____

THE UNDERSIGNED HEREBY PROPOSES AND AGREES TO FURNISH AND DELIVER THE GOODS OR SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS, SPECIFICATIONS AND PRICES HEREIN QUOTED.

COMPANY NAME: _____ PHONE: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____

BY: _____

SIGNATURE IN INK

PRINTED OR TYPEWRITTEN NAME

TITLE/POSITION: _____

REPRESENTATIVE

REPRESENTATIVE EMAIL ADDRESS: _____

BID IS NOT ACCEPTABLE UNLESS SIGNED BY AUTHORIZED OFFICER.

DO NOT USE PENCIL – CORRECTIONS MUST BE INITIALED.

All forms, General and Specific Bid Conditions must be enclosed in a sealed envelope. The envelope must be identified with the appropriate information as directed in the bid cover page. Bidder's Company Name, Item Bid, Time of Opening, Date of Opening, Bid Number and include the phrase "Sealed Bid, Do Not Open".

Bids cannot be accepted via fax or any other electronic means.

ROBERTSON COUNTY BOARD OF EDUCATION

800 M.S. Coutts Boulevard
Springfield, TN 37172

July 17, 2018

GENERAL BID CONDITIONS

I. BIDS

1. The Board of Education proposes to retain Vendor to manage and operate pest control services at specified Board facilities in Robertson County, Tennessee (Exhibit A). These services include but are not limited to providing all equipment, materials, vehicles and manpower necessary to inspect and treat Robertson County Schools' properties and kitchen facilities for the period designated on the bid for locations listed in Exhibit A. This invitation for bid includes termite treatment.
2. Each bid must be enclosed in a sealed envelope marked appropriately as directed in the bid cover page.
3. Bid Period for this award will be from August 1, 2018 through June 30, 2019, with the option to renew the bid for four (4) one (1) year periods contingent on the availability of future appropriations.
4. The objective of this invitation to bid is to select one vendor for all of the items requested in this bid. This bid is being requested this way to determine the one best supplier to meet the needs of the items requested in this bid document.

The bid award will ensure that Robertson County is included and serviced as set forth in all general and specific bid conditions. The bid will be awarded based on an "all or nothing" agreement from Robertson County to the most responsible and responsive bidder.

Any additional materials offered by the vendor to be included in the bid submission must be approved by the designated contact person 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, and the vendor could be excluded from the 2018-2019 bid process. It is recommended that no additional written documents be included in the bid packet. Please submit only those items that are requested.

The original document cannot be changed **IN FORMAT OR SERVICES REQUESTED.**

If an error is made in quoting the price, or items are not available after the bids are opened, Robertson County reserves the right to award the contract to the next qualified vendor. If during the bid period, a vendor cannot supply a service, the designated contact person **MUST** be notified before a substitution is made. Substitutions will not be accepted unless authorized. Any service provided that was not authorized will be at the vendor's expense and proper credit issued to the school where services were rendered.

Authorization for the bid must be signed by the bidder on the enclosed "Agreement Form" giving the full name and business address of the company. The person signing the bid must state his/her title and, if requested, show proof of his authority to bind his company by bid. **Bids and authorizations must be written in ink or typed.**

Robertson County reserves the right to accept or reject any and/or all bids in whole, or in part, if it is deemed to be in the best interest of the County.

Specifications for IFB #1394 Pest Control Services

All bids shall apply to the entire school district. A list of locations is enclosed.

Should a bidder find discrepancies or omissions from the bidding document, or should he/she be in doubt as to their omissions, he/she shall at once request clarification from the contact person listed in the Invitation for Bid document.

Do not include Federal or State sales tax in the bids. If a tax exemption certificate is required, please state it on the bid and the appropriate certificate will be furnished to the successful bidder.

The vendor is required to give a firm bid for the period indicated. No price increases will be allowed.

All bidders will be notified of the official decision by mail prior to the award starting date.

II. SITE INSPECTION

Bidders shall visit the sites and familiarize themselves with any conditions which may affect performance and bid prices. Submission of a bid will be prima facie evidence that the bidder has made site inspections and is aware of all conditions affecting performance and pricing.

III. BID RESPONSE AND PRICING

Complete and submit the attached **Bid Response Form** (Exhibit A). This form must be typed or legibly handwritten in ink. Prices provided must be calculated based on the specified services. For the purpose of bid evaluation, no substitutions will be allowed. Any changes will result in bidder disqualification.

The Robertson County School System bid award shall be August 1, 2018 through June 30, 2019. Errors discovered after public opening cannot be corrected, and bidder will be bound to honor the bid for the initial contract period if offered.

Price readjustments of bid quotations are not permitted during the initial contract period. In the event an item is not bid, the highest quoted price (from another vendor) will be used for that item in calculating extensions to obtain bottom line pricing totals.

IV. PRICING FOR ADD-ON AND EMERGENCY SERVICES

Additional Services:

Mosquitoes and other free flying outdoor insects. \$_____ Per _____ Area

All wood destroying infestations, excluding termites. \$_____ Per Treatment

Flea and Tick infestations. \$_____ Per Treatment / or \$_____ Per _____ Area

Shrub, Lawn & Tree infestations. \$_____ Per Treatment / or \$_____ Per _____ Area

Emergency or After-hours Services.

Emergency and/or on-call service will be invoiced separately at the additional rate of: \$_____ per call response.

V. PRICE ADJUSTMENTS FOR RENEWAL CONTRACTS:

The Vendor must submit to the Director of Schools and the Supervisor of School Nutrition Program on or before March 15 a request for a price adjustment to take effect on July 1. The requested increase must be equal to or less than the determined percentage using the formula below. The Robertson County School System requires appropriate documentation to support the requested price adjustment be available for audit by school officials or their designee. If the requested increase is not within the acceptable price range, the vendor may revisit the bid process. If Robertson County School System determines that it is in the best interest of the School District to renew the contract in subsequent years and not put the contract out for new bids, then the price adjustments will be evaluated as follows:

Renewal Provision: The contract may be renewed for up to four additional years (five years total) with price redeterminations. The vendor must petition for price redetermination (price increases) by March 15th of each year for consideration in the next contract period:

- March 15, 2019 - for contract period of July 1, 2019 - June 30, 2020
- March 15, 2020 - for contract period of July 1, 2020 - June 30, 2021
- March 15, 2021 - for contract period of July 1, 2021 - June 30, 2022
- March 15, 2022 - for contract period of July 1, 2022 - June 30, 2023

Price-redeterminations are only allowed annually at the time of contract renewal. The Bureau of Labor, *Consumer Price Index for Services* will be the comparison index that will be used for price-redeterminations. Since the indexes are subject to revision after originally published, the original base comparison month will be the prior December. For example, March 15, 2019, petitioned request will be measured on the December 2018, index. All re-calculation dates will begin at that point using the following formula: The base Index at the time of renewal (December) divided by the Index at the time of award (July).

Examples:

For the potential contract renewal for July 1, 2019: December 2018 Index divided by July 2017 Index.

For the potential contract renewal for July 1, 2020: December 2019 Index divided by July 2018 Index.

VI. INVOICES / STATEMENTS REQUIRED FOR PAYMENT

1. Separate invoices will be issued to the Board of Education and to the School Nutrition Program on a monthly basis. The entity billed name will appear on the invoice.
2. The invoice shall contain the description of services for each location for the billing period.
3. A holiday and break schedule shall be provided to the successful bidder.
4. Invoices should be submitted by the 5th of each month in twelve (12) equal payments to be paid by the 15th of each month. NOTE: ***The Robertson County School System is a tax-exempt organization.***

VII. SELECTION OF VENDOR

Robertson County will award to the most responsive and responsible vendor based on the **LOWEST prices**. **After meeting all general and specific bid conditions as a qualified vendor, PRICE is the sole determination for the award of the bid.**

VIII. PROTEST

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Jody Stewart, Robertson County Finance Director, hearing official, no later than ten (10) days from the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition Office and the Director of Schools. The steps for dispute resolution are as follows:

1. A meeting with the Director of Schools, School Nutrition Program Supervisor, the hearing official and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he/she has a right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. In the event that purchases must be made for the district before a final decision is rendered, the emergency purchase procedures established by the district will be used.

IX. SCOPE OF WORK

1. Monthly - Bid shall include monthly service to the following areas; building perimeters, kitchens, cafeteria dining areas, all restrooms, home economics and culinary skills rooms, CDC rooms, janitorial closets, storage rooms, boiler rooms, electrical and mechanical rooms, all lounges, water fountains, all commons areas, locker rooms, offices, field houses, and any other campus buildings.
2. Quarterly - Classroom Dates of Service – Bid shall include scheduled services to all classrooms on or near the following dates determined in coordination with Robertson County Schools Building Maintenance Supervisor.
 - a. August 1st
 - b. December 21st
 - c. March 10th
 - d. June 4th.
3. Pests - Bid shall include monthly service application at all locations for all types of crawling and flying pests such as, but not limited to: roaches, beetles, ants, silverfish, spiders, crickets, flies, gnats, wasps, bees and mud daubers with low or no odor EPA, FDS, USDA & OSHA approved pesticides, chemicals, traps, methods and devices.

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4. Stinging Insects – Bid shall include knock down, treatment and removal of all stinging insect nests, including mud/dirt daubers.
5. Rodents – Bid shall include monthly rodent baiting, in all areas specified above, (Items 1 & 2) with EPA, FDS, USDA, & OSHA approved poisons, glue boards, traps, methods and devices.
6. Kitchen – Bidder shall provide and include a separate monthly bid price for kitchens and food storage areas at each Cafeteria location using the same specifications in items 3, 4 and 5 above. Successful bidder must issue separate invoices to the Robertson County Schools Nutrition Program office for monthly kitchen services.
7. Termite – Bidder shall provide and include a separate annual flat fee bid price for a termite protection guarantee within the contract period. The Termite Protection Guarantee shall be for “As Needed Service” to all locations as listed on the Bid Response Form Exhibit A.

X. VENDOR PERFORMANCE & RESPONSIBILITIES

The Vendor shall be an independent contractor and shall retain control over its employees and agents. Throughout the life of this contract, all Vendor personnel providing on-site pest control service must meet state requirements for training and certification as Commercial Pesticide Applicators. Uncertified individuals will not be permitted to provide service under the terms of this contract. The Vendor shall be responsible for the safety of their employees. Protective clothing and equipment shall be used when required. OSHA standards shall be expected and enforced at all times.

The Vendor shall provide employees and agents servicing this contract with clearly visible identification, which includes the employee's name, a clear image of the employee's face, and the Company's name. Each employee or agent must sign-in with the office of each facility before service, then sign-out before leaving the property.

The execution of services shall be conducted in such a manner as to avoid creating any nuisance for the facility staff or students.

Vendor shall provide sufficient and qualified managers to supervise performance of the service. The Vendor shall be responsible for any claims, liabilities and expenses related to or arising out of its responsibilities set forth herein. Any contractor found to be using workers who are in the U.S. illegally shall be in violation of this contract.

Vendors with a poor performance history will be notified at the time of such performance and will be given an opportunity to correct any problems. Documentation will be kept on file. Any vendor with continued poor performance during the contract period will be removed from the potential vendor list for one bid period.

Any one and/or a combination of the following penalties will result from the vendor's failure to perform according to contract:

1. Termination of contract
2. Suspension from future bidding (for one bid period)
3. Legal action and civil penalties

XI. PESTICIDE PRODUCTS AND USE

The Vendor shall not apply any pesticide product that has not been included in the Pest Control Plan or authorized in writing by the Board. The Board will make a timely decision on any matter that requires a written approval.

The goal of the Pest Control Plan is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. When it is determined that a pesticide must be used in order to obtain adequate control, the Vendor shall employ the use of formulations and treatment techniques which minimize the amount of pesticides used and the potential exposure of people and the environment.

XII. PEST CONTROL PLAN

Prior to initiation of service, the successful Bidder shall submit a Pest Control Plan for each building or site within ten (10) working days of Bid Award. The Vendor shall be on site to initiate service at the beginning of the contract period..

The Pest Control Plan shall include the following (3) parts:

- (1) Proposed methods for control, including labels and Safety Data Sheets (SDS sheets) for all pesticides to be used. A list of types of bait boxes, all trapping devices, monitoring devices, and any other control devices or equipment used should also be included;
- (2) A service schedule for each building or site;
- (3) A copy of each Pesticide Applicator's Certificate for every Vendor's representative who will be performing on-site service under this contract.

It shall be the Vendor's responsibility to carry out work according to the approved Pest Control Plan for each building or site. The Vendor shall receive approval prior to implementing any subsequent changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to on-site service personnel. The Vendor should apprise the Supervisor of Buildings & Grounds in writing of any structural or operational changes that would facilitate the pest control effort.

XIII. PROGRAM EVALUATION

The contracting agency reserves the right to evaluate the progress of this contract in terms of effectiveness and safety, and to require such changes as necessary. The Vendor shall take prompt action to correct all identified deficiencies.

XIV. INSURANCE & LICENSES

Successful Vendor shall have all applicable licensure in good standing to own, operate and provide services in the State of Tennessee and Robertson County. During the term of the Agreement, Vendor shall maintain for protection of the Board of Education and Vendor, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than One Million Dollars

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(\$1,000,000) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering the operations and activities of the Vendor under this Agreement and shall provide the Board of Education with a certificate evidencing such policies.

The liability insurance coverage shall be considered as primary and not as excess insurance. Robertson County shall be named "Additional Insured" under Vendor's policies of insurance to the extent the County is indemnified pursuant to this Agreement. The insurance policies shall contain covenants by the issuing carrier(s) and shall provide thirty-day written notice to the County by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. All Policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. Failure to name Robertson County to the carrier for notification of the listed changes described above will result in the termination of the contract.

In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored. If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the contractor to furnish the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in coverage.

The minimum insurance coverage requirements are:

- A. Workers' Compensation Insurance - with a minimum limit of \$1,000,000.00 each occurrence. No exceptions.
- B. General Liability in a comprehensive form with a minimum limit of \$1,000,000.00 C.S.L. and 2,000,000.00 general aggregate.
- C. Umbrella Liability in a comprehensive form with a minimum limit of \$10,000,000.00
- D. Motor Vehicle Liability in a comprehensive form with a minimum limit of \$1,000,000.00 C.S.L. with excess covered under the General Liability Insurance policy.

XV. INDEMNIFY AND SAVE HARMLESS

Vendor shall indemnify and save harmless the Robertson County Board of Education, individual Board members, officers, and employees against any and all claims, actions, demands, costs, damages, losses or expenses of any kind whatsoever, in whole or part, resulting from or connected with any acts under this Agreement or from the omission or commission of any act, lawful or unlawful, by Vendor, its agents and/or employees, including, but not limited to, court costs and attorney's fees incurred by Robertson County in connection with the defense of said matters. The County shall not in any event be liable in damages for business loss or other incidental or consequential damages of whatever kind or nature, regardless of the cause of such damage, and Vendor, and anyone claiming by or through it, expressly waives all claims to such damages.

The Agreement may not be assigned by either party without the written consent of the other.

Vendor is and remains responsible at all times for the performance of the Agreement and cannot subcontract any part of the Agreement without the express written approval of the Robertson County

Board of Education. In the event that the Board of Education consents to Vendor's request to subcontract a part of the Agreement, Vendor shall accept all liability and remain responsible for the performance of all Services under the Agreement.

Neither Vendor nor the Board of Education shall be liable for failure to perform its respective obligations hereunder when such failure arises out of fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes. Any party experiencing such an event shall give as prompt notice as possible under the circumstances and such protection from liability shall last only for the duration of the event of such force majeure.

In the event such force majeure necessitates cancellation of Vendor's performance of the Services, in whole or in part, and an alternate date(s) cannot be agreed upon by the parties, the Board of Education will be under no obligation to compensate the Vendor for Services not performed. If such force majeure makes performance of the Services impossible, ineffective, or impractical, the Board of Education shall have the option of terminating the Agreement immediately without penalty or further expense.

XVI. 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 document required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract
4. Violation of any warranty

XVII. SCHOOL SYSTEM 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:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another 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;
2. 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 School System(s) determines that the Vendor has cured the breach, shall never be paid to the Vendor;
3. Set off against any other obligation the School System(s) may owe to the Vendor any damages the School System(s) suffers by reason of any event of breach;
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

XVIII. TERMINATION FOR CAUSE

If the Vendor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Vendor violates any terms of this contract, Robertson County Schools 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 County, the County shall have the option of awarding the contact to the next lowest bidder or bidding again.

XIX. TERMINATION FOR CONVENIENCE

This agreement can be terminated by either party with a ninety (90) day written notice.

In the event the contract is terminated for convenience by the County, the County shall have the option of awarding the contact to the next lowest bidder or bidding again.

XX. RECORD RETENTION

The Vendor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on the property of the Schools and maintained on each visit by the Vendor. The record shall include a copy of the Pest Control Plan for the site, SDS sheets for all pesticides used at the site, and the site service record. All vendors are required to keep records for three (3) years after the Robertson County Schools makes final payments and all other pending matters are closed. Vendors must agree that the School Food Authority, the Board of Education, the State Agency, the United States Department of Agriculture, or Comptroller General may review any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts.

XXI. REGULATION COMPLIANCE

The Vendor shall certify compliance with all applicable, laws, ordinances, rules and regulations relating to the Services operation and shall obtain all required licenses and permits, including but not limited to the following:

1. **Executive Order 11246 “Equal Employment Opportunity”**. Applies to all contracts in excess of \$10,000 by grantees and their contractors or sub grantees shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 (October 13, 1967) and Department of Labor Regulations (41 CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State’s Department of Labor.
2. **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.
3. **Energy Policy and Conservation Act**. Applies to all contracts. Contracts must contain the appropriate mandatory standards and policies relating to energy efficiency are contained in the

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State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL94-163,89 Statute 871) (PL94-165).

4. **Encouraging Small and Minority Owned Businesses.** To encourage business activity and ensure maximum full and open completion, efforts must be taken to solicit participation by minority firms, women's business enterprise, labor surplus area businesses, and minority owned businesses in procurements.
5. **CFR Part 3018, Restrictions on Lobbying.** Applies to contracts and renewals in excess of \$100,000. Contractors must comply with the certification and reporting requirements of 7 CFR 3018.
6. **7 CFR Part 3017, 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.
7. **7 CFR 3016.60(b), Drafting of Bid Specifications.** Requires that any person that develops or drafts specifications, requirements, statement of work, invitations for 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.
8. **7 CFR 3016.4(b), 3016.36(c), Local Geographical Preferences.** Local geographical preferences shall be prohibited as specified in 7CFR Part 3016, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
9. **Robertson County, Tennessee Letter of Compliance.** Pursuant to T.C.A. § 49-5-413 and applicable to Robertson County School projects only.
10. **Robertson County, Tennessee Non-Collusion Affidavit.** Drug Free Workplace Affidavit pursuant to T.C.A. § 50-9-113.

XXII. **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 Food and Nutrition Program Funds.

1. No employee, officer or agent of named School District shall participate in the selection or in the award or administration of a contract if a conflict of interest, really 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.
 - (A) The employee, officer or agent.
 - (B) Any member of the immediate family.
 - (C) His or her partner.
 - (D) An organization which employs or is about to employ the above.

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3. The Robertson County Board of Education employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
4. Penalties for violation of the code of conduct should be:
 - (A) Reprimand by the Board of Education.
 - (B) Dismissal by the Board of Education.
 - (C) Any legal action necessary.

XXIII. REQUIRED FORMS:

The included forms that **must** be returned as part of the SEALED BID package to the Robertson County Finance Department, Attn: Cheryl Moon, Purchasing Agent, are:

- (A) Equal Opportunity Employee Act of 1975 Certificate
- (B) Certification Regarding Debarment
- (C) Certification Regarding Lobbying
- (D) Contract Agreement Form
- (E) Vendor Guarantees
- (F) Non-Collusion Affidavit
- (G) Certification of Independent Price Determination
- (H) Letter of Compliance
- (I) Drug-Free Workplace Affidavit
- (J) Authorized Bid Response Exhibit A

School Nutrition Civil Rights 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.

EQUAL OPPORTUNITY EMPLOYEE ACT OF 1975

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

CERTIFICATE

I/We hereby certify that the _____

is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1975.

Owner or Officer of Firm Signature

Date

Title

Specifications for IFB #1394 Pest Control Services

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

(Before completing certification, read instructions)

- (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.

Item (B)

**THIS DATA CURRENT AS OF THE FEDERAL REGISTER DATED
FEBRUARY 25, 2002**

7 CFR – CHAPTER XXX – PART 3018

[View Part](#)

**Appendix A to Part 3018 – Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<http://www.access.gpo.gov/ecfr>

Item (C)

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

Item (C)

**ROBERTSON COUNTY SCHOOL BOARD OF EDUCATION
CONTRACT AGREEMENT**

The undersigned agrees to furnish pest control services at the prices submitted herein as per stated specifications of this IFB if awarded the bid contract. We affirm that no Robertson County Board Member or Employee will receive a gift or other things of value as a result of this order.

Company Name : _____

Company Street Address: _____

Company Mailing Address: _____

City, State Zip: _____

Authorized Officer or Agent Signature

Date

Printed Name and Title: _____

Email address: _____

**Robertson County Board of Education
800 M.S. Coutts Boulevard
Springfield, TN 37172**

VENDOR GUARANTEES, WARRANTIES, ETC.

I HAVE READ THE GENERAL TERMS AND CONDITIONS AND SPECIFICATIONS OF THIS BID SOLICITATION AND AGREE TO ABIDE BY SAME.

BID NUMBER & RECEIPT DATE OF BID	COMPANY NAME
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VENDOR REPRESENTATIVE SIGNATURE (MUST BE SIGNED)	REPRESENTATIVE TITLE
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STATE/BUSINESS LICENSE NUMBER	LICENSE EXPIRATION DATE
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Item (E)

**Robertson County, Tennessee
NON-COLLUSION AFFIDAVIT**

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

Authorized Signature, Title (Owner/ Corporate Officer) **Date**

Printed Name: _____

Company Name

Mailing Address

Telephone No. **Fax No.**

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

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Robertson County, Tennessee government to provide construction 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 or any local government to provide construction 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.

Authorized Signature, Title (Owner/ Corporate Officer) Date

Printed Name: _____

Company Name

Mailing Address

Telephone No. Fax No.

Witness signature : _____ Date: _____

Witness printed name: _____

**Robertson County, Tennessee
Letter of Compliance**

Successful bidder must comply with and provide this Letter of Compliance.

Amendments to the Tennessee Code Annotated Section 49-5-413 require employers doing business with the Robertson County Board of Education to have their employees' criminal history records checked. No employer or employee shall come in direct contact with school children, children in a childcare program, and/or enter the grounds of a school or childcare center operated by the Robertson County Board of Education when children are present without this compliance letter on file.

Authorized Signature, Title (Owner/ Corporate Officer) Date

Printed Name: _____

Company Name

Mailing Address

Telephone No. Fax No.

Specifications for IFB #1394 Pest Control Services

Exhibit A - Vendor Response Form

Pricing must be firm for the contract period. Pricing must include any fuel surcharges, fees, misc. charges, etc. which contributes to the total expense charged to Robertson County. Prices effective July 1, 2018 through June 30, 2019.

	Facility Name	Monthly Charge for Building Area Excluding Classroom & Kitchen	Monthly Charge for Kitchen, Office, Food Prep & Storage Areas (Excludes Dining Areas)	Quarterly Charge for Each Extended Service to Include Classrooms (4 x Annually)	ANNUAL Termite Protection Guarantee
1	BOE Offices, Alternative, Nutrition, Technology	\$	NA	\$	\$
2	Bransford Elementary School	\$	\$	\$	\$
3	Cheatham Park Elem School	\$	\$	\$	\$
4	Coopertown Elem School	\$	\$	\$	\$
5	Coopertown Middle School	\$	\$	\$	\$
6	Crestview Elementary School	\$	\$	\$	\$
7	East Robertson Elem School	\$	\$	\$	\$
8	East Robertson High School	\$	\$	\$	\$
9	Greenbrier Elementary School	\$	\$	\$	\$
10	Greenbrier High School	\$	\$	\$	\$
11	Greenbrier Middle School	\$	\$	\$	\$
12	Jo Byrns Elementary	\$	\$	\$	\$
13	Jo Byrns Middle/High School	\$	\$	\$	\$
14	Krisle Elementary School	\$	\$	\$	\$
15	Maintenance Facility/ Teacher Center	\$	NA	NA	\$
16	Robert F Woodall Primary School	\$	\$	\$	\$
17	Robertson County Vo-Tech School	\$	\$	\$	\$
18	Springfield High School	\$	\$	\$	\$
19	Springfield Middle School	\$	\$	\$	\$
20	Transportation & Bus Maintenance	\$	NA	NA	\$
21	Watauga Elementary School	\$	\$	\$	\$
22	Westside Elementary School	\$	\$	\$	\$
23	White House Heritage Elementary	\$	\$	\$	\$
24	White House Heritage High School	\$	\$	\$	\$
	TOTALS	\$	\$	\$	\$

Date:

Authorized Signature, Title (Owner / Corporate Officer):

Company Name:

Mailing Address:

Phone Number:

Fax Number

Email Address:

Item (J)

Specifications for IFB #1394 Pest Control Services

EXHIBIT B

Robertson County School Properties

Property	Address	Phone
Alternative School & Board of Education	800 M.S. Coutts Blvd.	Springfield, TN 37172 (615)382-2328
Bransford Elementary School	700 Bransford Drive	Springfield, TN 37172 (615)384-4313
Building Maintenance / Teacher Center	3468 & 3470 Hwy 41 South	Springfield, TN 37172 (615)384-0213
Ceatham Park Elem School	301 Locust Street	Springfield, TN 37172 (615)384-0232
Coopertown Elem School	3746 Highway 49 West	Springfield, TN 37172 (615)384-7642
Coopertown Middle School	3820 Highway 49 West	Springfield, TN 37172 (615)382-4166
Crestview Elementary School	1160 Jaden Gavin Drive	Springfield, TN 37172 (615)382-2222
East Robertson Elem School	5177 East Robertson Rd	Cross Plains, TN 37049 (615)654-3874
East Robertson High School	158 Kilgore Trace	Cross Plains, TN 37049 (615)654-2191
Greenbrier Elementary School	2658 Highway 41 South	Greenbrier, TN 37073 (615)643-4529
Greenbrier High School	126 Cuniff Drive	Greenbrier, TN 37073 (615)643-4526
Greenbrier Middle School	2450 Highway 41 South	Greenbrier, TN 37073 (615)643-7823
Jo Byrns Elementary	6399 Hwy 41 North	Cedar Hill, TN 37032 (615)696-0533
Jo Byrns High School	7025 Highway 41 North	Cedar Hill, TN 37032 (615)696-2251
Krisle Elementary School	6712 Highway 49 East	Springfield, TN 37172 (615)384-2596
Robert Woodall Elementary	300 Eden Way	White House, TN 37188 (615)672-7772
Robertson County Vocational School	5326 Highway 76 East	Springfield, TN 37172 (615)384-2491
Springfield High School	5240 Highway 76 East	Springfield, TN 37172 (615)384-3516
Springfield Middle School	715 5th Avenue West	Springfield, TN 37172 (615)384-4821
Transportation Office/ Bus Garage	1015 Josephine St	Springfield, TN 37172 (615)384-4555
Watauga Elementary School	1755 Lake Road	Ridgetop, TN 37152 (615)859-5252
Westside Elementary School	309 Alsup Drive	Springfield, TN 37172 (615)384-8495
White House Heritage Elementary	220 West Drive	White House, TN 37188 (615)672-4595
White House Heritage High School	7744 Hwy 76 East	White House, TN 37188 (615)672-0311

Specifications for IFB #1394 Pest Control Services

EXHIBIT C

Robertson County Cafeteria Properties

Location	Manager	Address		Phone
School Nutrition	Patsi Gregory	802 MS Coutts Blvd	Springfield, TN 37172	615-384-7280
Bransford Elementary	Stephanie Clinard	700 Bransford Drive	Springfield, TN 37172	615-384-0243
Cheatham Park Elementary	Robert Swieder, Interim	301 Locust Street	Springfield, TN 37172	615-384-0244
Coopertown Elementary	Lisa Baker	3746 Highway 49 West	Springfield, TN 37172	615-384-3509
Coopertown Middle	Misty Hayes	3820 Highway 49 West	Springfield, TN 37172	615-382-0697
Crestview Elementary	Debbie Bridges	1160 Jaden Gaven Drive	Springfield, TN 37172	615-384-3106
East Robertson Elementary	Frances Rayburn	5177 East Robertson Rd	Cross Plains, TN 37049	615-654-4725
East Robertson High	Sue Ryan	158 Kilgore Trace	Cross Plains, TN 37049	615-654-4727
Greenbrier Elementary	Robin Humphrey	2658 Highway 41 South	Greenbrier, TN 37073	615-643-2827
Greenbrier High	Elizabeth Jones	126 Cuniff Drive	Greenbrier, TN 37073	615-643-5043
Greenbrier Middle	Krystal Ray	2450 Highway 41 South	Greenbrier, TN 37073	615-643-1555
Jo Byrns Elementary	Denise McCroy	6399 Hwy 41 North	Cedar Hill, TN 37032	615-696-2973
Jo Byrns High	Tisha Martin	7025 Highway 41 North	Cedar Hill, TN 37032	615-696-3073
Krisle Elementary	Tammy Bush	6712 Highway 49 East	Springfield, TN 37172	615-382-8051
Robert Woodall Elementary	Laura Jones	300 Eden Way	White House, TN 37188	615-672.8931
Springfield High	Penny Washington	5240 Highway 76 East	Springfield, TN 37172	615-382-3111
Springfield Middle	Carria Woodburn	715 5th Avenue West	Springfield, TN 37172	615-384-9761
Wautaga Elementary	Kelly Neese	1755 Lake Road	Ridgetop, TN 37152	615-859-2694
Westside Elementary	Joy Spain	309 Alsup Drive	Springfield, TN 37172	615-382-2327
WH Heritage Elementary	Misty Settles	220 West Drive	White House, TN 37188	615-672-4684
WH Heritage High	Pam Broadway	7744 Hwy 76 East	White House, TN 37188	615-672-3736