

**Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, TN 37421**

**Bid File 21-08
COVID-19 Disinfecting Services**

The following must be fully executed and/or included with invitation to bid for your bid to be acceptable:

- Bid document must be fully executed (signed and complete); Bidder must respond to general instruction 11.
- Non-Collusion Affidavit and Drug Free Affidavit must be fully executed (signed and notarized);
- Addendum to Agreement and Iran Divestment Act must be complete (filled out and signed by vendor);
- **Bidders must provide proof of insurance with bid.**

Bids received without the above being fully executed and/or included will be considered Non-Responsive and your bid will not be considered.

Bids will not be accepted late – NO EXCEPTIONS

Bids must be submitted prior to 2:00 pm. on July 15th, 2020



HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
423-498-7030

July 2, 2020

INVITATION TO BID

COVID-19 Disinfecting Services

Envelopes containing bids must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. In the lower left corner of the envelope, print your company name, Bid File Number and the time and date of opening. Bidders must provide original Bid and one (1) copy in one sealed envelope. Prospective bidders may submit questions concerning this solicitation until July 8th at 4:00 pm. EST. Submit questions to doe_purchasing@hcde.org. All bids will be opened publicly. Bid documents may be secured from the Purchasing Department at the above address or on website @ www.hcde.org via vendorregistry.

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 will be July 15, 2020 at 2:00 pm.

Bidder _____

(Company Name)

(Company Address)

(Contact Name/Phone Number)

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
423-498-7030
July 2, 2020

Sealed bids, addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, Attention: Denise Ellison, will be opened at 2:00 pm on July 15, 2020.

SECTION I GENERAL TERMS AND CONDITIONS

Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the terms quote, bid or proposal are also used interchangeably and refer to the submission in response to any solicitation. Hamilton County Department of Education, will be referenced as "HCS".

1. **Requirements for Submitting Bids** – Bids made on forms other than the Proposal Form will not be considered. No modifications or alterations to the bid documents may be made either by interlineation, supplements or deletions. Documents submitted with modifications of any kind will be ruled non-responsive and the vendor possibly removed or suspended from the bid vendor listing for a period of up to two (2) years. The signature of the person submitting the proposal shall be in longhand without erasure. Bidders must provide one (1) original and one (1) copy in one sealed envelope.
2. **Exceptions:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document.
3. **Bid amendment:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
4. **Bid delivery:** HCS requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Procurement Department shall be the official record of the time. HCS is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
5. **Bid forms:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

6. **Bid preparation**: Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with HCS, if any.
7. **Bid pricing**: Any bid, and its associated pricing, shall remain valid for at least ninety (90) days after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
8. **Bid submission and transmission**: Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of HCS. Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

9. **Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples to be submitted by the bidder upon request.
10. **Negotiation** – Hamilton County Department of Education may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Proposal shall contain the Proposer's best terms from a cost or price, experience and technical, and a service standpoint. Hamilton County Department of Education reserves the right to enter into negotiations with Proposers. If Hamilton County Department of Education and the selected Proposer cannot negotiate a successful agreement, Hamilton County Department of Education may terminate said negotiations and begin negotiations with the other Proposers. Hamilton County Department of Education retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Hamilton County Department of Education arising from such negotiations.
11. **Clarification of Bid Document** - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.
12. **Awarding of Contracts** - Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of HCS. HCS reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered best value.
13. **Tax Exemption** - Sales and excise taxes do not apply to the equipment purchased by a board of education. These taxes should not be included when submitting bid prices on the attached Proposal Form. The necessary exemption certificate properly executed is to be provided by the successful bidder for signature by a representative of the Owner.

14. **Meeting Specifications** - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise/service which meets or exceeds the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.
15. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-contractors have not 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. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 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 not been debarred by any governmental agency (Federal, state, or local).
- In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
16. **Drug-Free Workplace Program**- Note: Required for construction services, encouraged for others. Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Other organizations are encouraged to ensure that their workplace is Drug-Free.
17. **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.
18. **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.
19. **Proposal Acceptance**- Bidders shall hold their price and/or discount firm and subject to acceptance by HCS for a period of ninety (90) days from the date of the bid opening, unless otherwise indicated in their bid.
20. **Qualifications of Bidders**- A bidder may be required, before the award, to show to the complete satisfaction of HCS that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified.

21. **Restrictive or Ambiguous Specifications-** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or request for proposal (RFP) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Procurement Department not less than seventy-two hours prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
22. **Samples:** Samples of articles, when required, shall be furnished free of cost of any sort to HCS and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at bidder expense.
23. **Tn Department Of Revenue Requirements:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. HCS shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
24. **No Contact Policy-** After the date and time established for receipt of bids by the HCS Procurement Department, any contact initiated by any bidder with any HCS representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
25. **PRICING:** Vendors are to quote a firm fixed price or discount for the next twelve months. At renewal time, the vendor may request a price increase. Proof of price increase must be supplied to the HCS Procurement Department. HCS reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor may:
- Continue with existing prices;
 - Submit a revised request for price increase;
 - Or not accept the renewal offer.
- If a price increase is approved by HCS, the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally. Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers. However, vendor must submit proof of price increase.
26. **QUANTITIES-** HCS does not guarantee any quantities of items/services to be purchased. We will buy these items/services on an as-needed basis.

27. **TN COOPERATIVE PURCHASING**: also known as piggybacking, HCDE reserves the right to extend the terms, conditions and prices of this contract to other institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or proposals. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that HCDE shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. HCS reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. **ACCEPTANCE**: All terms and conditions in this contract are deemed to be accepted by the vendor and incorporated in the bid, except the provision(s) which are expressly excluded by the specifications.
2. **ADDITIONAL INFORMATION**: Vendors are cautioned that any statement made by any individual or employee of HCS that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS**: No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.
4. **ASSIGNMENT**: Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of HCS.
5. **CODE OF ETHICS**: All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
6. **COMPLIANCE WITH ALL LAWS**: Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
7. **CONTRACT TERMS**: The successful proposer(s) will be required to enter into a contract with HCS to satisfy the requirements of this Bid.

It is HCS's intent to enter into a one (1) year contract with the successful proposer(s). Thereafter, HCS may at its option, extend the term of the contract for two (2) additional one (1) year contract terms under the same terms and conditions.

In the event that HCS exercises such renewal rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon.

Note that these are not automatic renewals. It will be the responsibility of both parties to notify the other party in writing no less than ninety (90) days before the expiration of the contract period if the contract is to be extended for each additional term.

8. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
9. **DEFAULT:** In case of default by the vendor, HCS may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to HCS. Prices paid by HCS shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Procurement Director.
10. **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 at least six (6) months.
11. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by HCS.
Note: Time of delivery may be a consideration in the award.
12. **DISCOUNTS FOR PROMPT PAYMENT:** Vendors may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of Net 15. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or proposals. If earned, HCS will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the successful bidder within the stipulated time frame.
13. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
14. **GRANT FUNDED PURCHASES:** For purchases that are grant funded, the Grant Agreement may contain/require special terms and conditions. If there is a conflict between the terms and conditions of the Grant Agreement and the General Terms and Conditions of the Bid or RFP, the Grant Agreement Terms and Conditions shall prevail.
15. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold HCS, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against HCS or himself because of the unauthorized use of such articles.

16. **INSURANCE:**

A. Contractor will purchase and have in force insurance coverage listed below. The policy will be amended to include as additional named insured: Hamilton County Department of Education.

B. The contractor must provide current insurance policies at all times during this contract period. Proof of insurance is required prior to contractor beginning work.

C. Workmen's compensation insurance must cover all employees of the contractor who are involved in performance of the contract.

D. Coverage Amount

1. Comprehensive Automobile Liability - Bodily Injury and Property Damage Combined Single Limit \$1,000,000
2. Comprehensive General Liability - Bodily Injury and Property Damage Combined Single Limit \$1,000,000
3. Workmen's Comprehensive - Employer's Liability \$500,000
4. Excess Liability for all Insurance Risks \$5,000,000
5. Fidelity/Honesty Bond for each and all employees \$30,000

E. Appropriate certificate(s) of insurance will be submitted with proposals.

17. **INVOICES:** Will be returned for correction unless they contain the following information: Purchase Order Number; Item Numbers; Description of Item; Quantity; Unit Price; Extensions; and Total.

18. **NEW EQUIPMENT:** The vendor shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*

19. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.

20. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of HCS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

21. **NON-DISCRIMINATION STATEMENT**: Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.

22. **PAYMENT METHOD**- HCS utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from HCS Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.

The second method is the use of the HCS Credit Card (MASTERCARD). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the HCS Credit Card (MASTERCARD) as a form of payment. Bidders are prohibited to charge HCS any type of merchant fee from their financial institution to accept this type of payment.

23. **PAYMENT TERMS**: HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.

24. **PUBLIC ACCESS TO PROCUREMENT INFORMATION**: Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed. All public records pertaining to procurement shall be open for inspection during normal business hours as scheduled in advance with the Procurement Department.

25. **PROTEST OF AWARD**: Any vendor who has submitted a timely bid or proposal in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to HCS's Director of Procurement. Any protest must be submitted in writing and be in the possession of the Procurement Department before noon (ET) of the 2nd working day following the public recommendation of contract award.

FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.

26. **TAXES**: HCS is a tax-exempt organization. Sales, use or federal excise taxes should not be included in your bid.

27. **TERMINATION FOR CAUSE**: In the event of any breach of contract by the successful service provider(s), HCS may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then HCS shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to HCS, either at law or in equity.
28. **TERMINATION FOR CONVENIENCE**: Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.
29. **TERMINATION DUE TO NON-APPROPRIATION**: HCS shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of HCS's future fiscal years unless and until HCS appropriates funds for this Contract in HCS's Budget for each such future fiscal year.
30. **TERMS AND CONDITIONS**: In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
31. **WARRANTIES**: Vendor warrants to HCS that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Vendor extends to HCS all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the HCS. Return of merchandise not meeting warranties shall be at Vendors expense.
32. **WAIVING OF INFORMALITIES**: HCS reserves the right to waive minor informalities or technicalities when it is in the best interest of HCS.

HCS DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/proposal and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972
4. that to the best of its knowledge and belief that each proposer/bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
5. the Drug Free Workplace statement;
6. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

Signed _____ Dated _____
Print Name _____ Email _____
Company _____ Telephone No. _____
Address _____ Fax No. _____
City _____ State _____ Zip _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This non-collusion affidavit is material to any contract awarded pursuant to this bid.

1. 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.
2. 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 himself 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.
3. 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.
4. 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.
5. 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 21-08

County of _____

I state that I am _____ of _____
(Title) (Name of 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, officers, directors and
(Name of my Firm)
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:

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

above representation 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:

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.
- (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

(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 in effect at the time of this bid submission. I further swear or affirm that the company has a drug-free workplace program that at a minimum meets the requirements similar to that of the Federal Drug Free Workplace Act of 1988.

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 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

**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

Company Name

SCOPE OF WORK FOR JANITORIAL SERVICES

Hamilton County Schools is seeking a county-wide solution for disinfecting services for the following locations in order to combat the spread of communicable diseases, specifically the Novel COVID 19 Coronavirus:

A detailed listing of buildings to be sanitized and their square footage follow:

BUILDING	SQ. FT. TOTAL
ALLEN ELEM	75,780
ALPINE CREST ELEM	40,415
APISON ELEM	75,700
BARGER ELEM	46,115
BATTLE ACADEMY ELEM	84,979
BESS T. SHEPHERD ELEM	59,264
BIG RIDGE ELEM	63,141
BRAINERD HIGH	164,021
BROWN ACADEMY ELEM	82,079
BROWN MIDDLE	89,956
CALVIN DONALDSON & ANNEX (ELEM)	69,286
CTR FOR CREATIVE ARTS / CHATT HIGH	139,149
CENTRAL HIGH	127,424
CHATTANOOGA SCHOOL FOR THE ARTS & SCIENCES	208,900
CHATTANOOGA SCHOOL FOR THE LIBERAL ARTS	46,694
CLIFTON HILLS ELEM	56,547
DAISY ELEM	55,746
DALEWOOD MIDDLE	97,990
DAWN PROGRAM	37,895
DUPONT ELEM	45,936
EAST BRAINERD ELEM**	158,637
EAST HAMILTON MIDDLE (NEW)	180,000
EAST HAMILTON MIDDLE/HIGH (OLD)	274,262
EAST LAKE ELEM	63,500
EAST LAKE MIDDLE (ACADEMY)	89,500
EAST RIDGE ELEM	127,482
EAST RIDGE HIGH	181,229
EAST RIDGE MIDDLE	69,198
EAST SIDE ELEM	72,752
HAMILTON CO. HIGH (HARRISON BAY VOC.)	61,400
HARDY ELEM	77,018
HARRISON ELEM (NEW)**	120,000
HARRISON ELEM (OLD)*	48,160
HILLCREST ELEM*	39,821
HIXSON ELEM	78,672
HIXSON HIGH	160,145
HIXSON MIDDLE	150,724

HOWARD CONNECT ACADEMY	50,555
HOWARD HIGH	271,973
HUNTER MIDDLE	148,800
LAKESIDE ELEM	51,259
LOFTIS MIDDLE	115,896
LOOKOUT MOUNTAIN ELEM	58,401
LOOKOUT VALLEY ELEM	55,134
LOOKOUT VALLEY MIDDLE/HIGH	92,533
MCCONNELL ELEM	57,343
MIDDLE VALLEY ELEM	149,089
N. HAMILTON COUNTY ELEM	57,966
NOLAN ELEM	91,356
NORMAL PARK LOWER/UPPER	126,880
OOLTEWAH ELEM.	136,698
OOLTEWAH HIGH	203,365
OOLTEWAH MIDDLE	99,586
ORCHARD KNOB ELEM	86,217
ORCHARD KNOB MIDDLE	82,632
RED BANK ELEM	75,780
RED BANK HIGH	187,888
RED BANK MIDDLE	166,340
RIVERMONT ELEM	50,489
SALE CREEK MIDDLE/HIGH	111,071
SEQUOYAH VOCATIONAL	134,607
SIGNAL MOUNTAIN MIDDLE/HIGH	262,250
SNOW HILL ELEM	85,358
SODDY DAISY HIGH	187,987
SODDY DAISY MIDDLE	80,943
SODDY ELEM	91,714
SPRING CREEK ELEM	68,356
STEM I & II	34,225
THRASHER ELEM	57,281
TYNER ACADEMY (HIGH)	134,461
TYNER MIDDLE	89,996
WALLACE A. SMITH ELEM	88,072
WASHINGTON ALTERNATIVE	25,000
WESTVIEW ELEM	77,223
WOLFTEVER CREEK ELEM	94,428
WOODMORE ELEM	58,457

****These buildings will be serviced August-December 2020***

*****These buildings will not be serviced until January 2021***

Hamilton County Department of Education is continually analyzing school needs and envisions it may increase or reduce the number of locations over the duration of any contract

The contractor of record must utilize only approved disinfectants from the Centers for Disease Control and Prevention *List N: Products with Emerging Viral Pathogens and Human Coronavirus Claims for Use Against SARS-CoV-2*. Examples of approved products include Quaternary Ammonium based products, Sodium Hypochlorite based products, Hydrogen Peroxide Based Products and Thymol Based Products.

TIME OF SANITIZATION:

The contractor that provides this service will provide services starting 30 minutes prior to school starting and ending 30 minutes after school ends. This is an 8.5-hour day with a 30-minute lunch. The contractor must provide adequate labor coverage to ensure that all buildings are covered adequately. Surfaces should be disinfected at a minimum of 3 times per school day.

Specific criteria required for the contractor to qualify for this bid:

1. Contractor must provide rapid response disinfecting, sanitizing, and cleaning services utilizing COVID-19 cleaning protocols.
2. Contractor must provide Covid-19 Infection Control and Prevention Training to the staff by utilizing an OSHA approved educational training program for infection prevention. This training program must provide certified trainers who train facility managers and cleaning staff on the following:
 - a. Proper protocols for cleaning and disinfecting
 - b. Proper use of personal protective equipment
 - c. Proper solutions to reduce the spread of COVID 19.

The successful bidder must possess the following:

1. Certified industrial hygienist professional (CIH) disinfecting and cleaning protocols.
2. Infectious disease insurance coverage
3. IICRC Certified/COVID-19 Pathogen Compliant Technicians
4. Daily Cleaning Services

There will be three COVID-19 Cleaning Levels that must be addressed by the contractor of record:

Level 1: Fogging Only

Level 2: Touch Points

Level 3: Total Clean (fogging, wipe down, high touch points, and floors and walls)

Frequency of Cleaning Process:

The following outlines all areas that must be sanitized at a minimum of 3 times per day by use of spray, fog, mist sanitization, or wipe down disinfecting. NOTE: The vendor must use careful care to make sure that the surface is not damaged by the type of disinfectant used (example: Bleach based solutions fade fabrics):

- Door knobs on all buildings listed (all interior and all exterior)
- Light switches in all buildings (all interior)
- Toilet handles in all buildings
- Faucet handles in all buildings
- Chairs in all buildings
- Desks in all buildings
- Countertops in all buildings
- Door push plates in all buildings
- Tables in all buildings
- Toilets, urinals, soap dispensers and paper towel dispensers and partitions in all buildings

SPECIAL TERMS AND CONDITIONS AND CONSIDERATIONS:

Staff must have adequate PPE and have reviewed SDS sheets for the use of the EPA-registered chemicals they are using in the disinfection of facilities. SDS sheets must be provided for all chemicals being used for the central office.

A two-step process will be used for all sanitization:

Step One is to **Clean**: remove all dirt and germs from Surfaces. If any surface is unclean, the contractor will clean that surface so it can be properly disinfected.

Step Two is to **Disinfect**: use EPA-registered chemicals to kill the germs on the Surfaces

All cleaning products must be left for the proper dwell-time in order for the chemical to be effective per factory recommendations. The use of electrostatic sprayers is encouraged.

NOTE: Contractor must be fully licensed, bonded, and insured and registered to work in the state of TN.

References

Reference 1

Company _____ Contact Name _____
Address _____
City _____ State _____ Zip _____
Phone Number _____ Fax Number _____
Email _____ Website _____
Goods Or Services Provided _____

Reference 2

Company _____ Contact Name _____
Address _____
City _____ State _____ Zip _____
Phone Number _____ Fax Number _____
Email _____ Website _____
Goods Or Services Provided _____

Reference 3

Company _____ Contact Name _____
Address _____
City _____ State _____ Zip _____
Phone Number _____ Fax Number _____
Email _____ Website _____
Goods Or Services Provided _____

CERTIFICATION OF PRICE

The contractor; _____ (name of contractor)
hereby agrees to provide sanitization service as defined in the above scope of work
at a cost of _____ (COST) per month from August 2020 – December
2020 and _____ (COST) per month from January 2021– June 2021 and
_____ (TOTAL COST) for the first year.

Authorized Representative Signature _____
Print Name _____
Company _____
Address _____
City _____ State _____ Zip _____
Phone Number _____ Fax Number _____
Email _____

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 (Company) dated _____. Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. 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.
2. 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



Vendor Information Form

Please complete all of the following information, where applicable:

Tax ID # (FEIN or SSN): _____

Organization Type: () Corporation () Individual/Sole Proprietor () Non Profit*
 () LLC () Partnership/Limited Partnership

Tax Exempt

Name of Company/Firm (as shown on Federal Tax return): _____

Alternate name, if applicable (doing business as): _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Contact person: _____ Business Ph#: (____)____-_____

Fax #: (____)____-_____ E-mail address (for E-notifications): _____

Company / Firm's website address: _____

Payment address (if different from address above): _____

City: _____ State: _____ Zip+4: _____ - _____

Accept Purchasing Card (i.e. VISA): () Yes or () No Fee for using Purchasing Card? _____

Business E-mail address (for e-notifications): _____

Banking Info: Account #: _____

Routing and transit # (Via ACH): _____

Are you currently employed by HCDE? () Yes or () No

Requestor/Vendor's Signature: _____ Date requested/sent: _____

For Accounting Use Only:

____ New Vendor (A completed and signed W-9 form from the vendor (Required))

____ Vendor Change (Provide changes below, where applicable)

Vendor #: _____ Date received by Purchasing: _____

Authorized Signature: _____ Date completed: _____

www.hcde.org | 423.498.7030 | Email: doe_purchasing@hcde.org | 3074 Hickory Valley Rd., Chattanooga, TN 37421

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

Request for Taxpayer Identification Number and Certification

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

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

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					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; text-align: center;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; text-align: center;"> </td> </tr> </table>		-		-	
	-		-			
	OR					
	Employer identification number					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 85%; text-align: center;"> </td> </tr> </table>		-			
	-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Future developments. 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.