

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road  
Chattanooga, TN 37421  
423-498-7030  
February 14, 2020  
SCHOOL NUTRITION PROGRAM

REQUEST FOR PROPOSAL

BUILD A REINFORCED/INSULATED FLOOR FOR A DRIVE IN FREEZER AT THE SCHOOL  
NUTRITION WAREHOUSE

Re-Bid RFP File 20-38

Sealed envelope containing the proposal must be sent to Attention: Denise Ellison, Purchasing Agent, and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. Original RFP and One (1) copy are required. Technical Proposal and cost proposal must be submitted in separate envelopes. In the lower left corner of the envelope, print your company name, the RFP Bid File Number and the time and date of opening. The separately, sealed technical and cost proposal components may be enclosed in a larger package for mailing or delivery. The outermost package must be clearly labeled, RFP Bid File 20-38 with time and date of opening. All RFPs will be opened publicly. All proposers will receive official notification of the award after Board approval.

RFP documents may be secured from the Purchasing Department at the above address and on the website at [www.hcde.org](http://www.hcde.org). RFP must be received in the Purchasing Department prior to the designated time for opening. Any RFP received after the designated time of opening will be considered late and will not be accepted. RFP opening date: March 05, 2020 @ 2:00 p.m. in the Purchasing Department.

**A Mandatory Site Visit** will be required in order to submit a bid. Vendors must schedule a site visit before February 26, 2020. Vendors who do not visit the site will not be allowed to submit a proposal.

Proposer \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Contact Name/Phone Number)

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road  
Chattanooga, TN 37421  
February 14, 2020

**Build a Reinforced/Insulated Floor for a Drive in Freezer at the School Nutrition Warehouse**  
**TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL**

Re-Bid RFP File 20-38

1. SCOPE

The scope of this RFP includes professional services for demolishing and rebuilding a steel reinforced/insulated drive in freezer floor at the School Nutrition Warehouse. In the scope of this RFP is to develop plans and execute them for new drive in freezer floor in cooperation with the Factory awarded to provide the box and refrigeration system. It is also part of this RFP sampling, testing, demolish, insulate and pour a new concrete steel-reinforced slab following specifications.

2. SEALED REQUEST FOR PROPOSALS

Sealed RFPs addressed to the Hamilton County Board of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, Attention: Denise Ellison, will be opened March 05, 2020 @ 2:00 p.m. in the Purchasing Department.

3. AWARD

The right is reserved, as the interest of the District may require, to reject any and all proposals and to waive any informality in proposals received. The contract shall be awarded to the responsible proposer whose proposal, conforming to the Request for Proposal (RFP), will be most advantageous to the District, price and other factors considered, subject to Board approval. An award mailed or otherwise furnished to the successful proposer within the time for acceptance specified in the proposal results in a binding contract without further action by either party. If a prospective proposer does not agree with the contract award, they have the right to protest. Disputes arising from the award of this proposal must be submitted in writing to the Hamilton County Schools Purchasing Director no later than seven (7) days from award date. Hamilton County DOE will disclose the dispute to the Tennessee State Department of Education, School Nutrition Office. In the event no funds are appropriated by Hamilton County DOE for the goods and services specified or insufficient funds exist for future orders, Hamilton County DOE is under no obligation to make a RFP award or purchase.

3.1 Tie-Bids – A tie bid exists where two or more proposers offer products that meet all specifications, terms and conditions at identical prices, including cash discount offered for prompt payment. In such case, a tie bid will be broken by the following methods, in descending order:

- Quickest service response time
- By lot or coin toss

4. CONFLICT RESOLUTION

In the event a vendor has a complaint concerning the bid process or award of the bid, the complaint shall be filed with the Purchasing Director, Hamilton County Department of Education. The vendor must state their complaint in detail and in writing to the Purchasing Director within ten (10) working days of the complaint. Purchasing Director will notify the State School Nutrition Department of the

complaint received within three (3) working days. The settlement of all contractual and administrative issues arising out of procurements will first be considered at the local level. Examples of issues include source evaluation, protests, disputes and claims. In the event the vendor and the School Nutrition Program cannot resolve the complaint, the complaint will be presented to the Purchasing Director for resolution between the vendor and the Department of School Nutrition.

5. PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

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

6. CONTRACT PERIOD

This Contract, upon approval by the Hamilton County Board of Education, shall commence March 20, 2020 and end on June 30, 2020.

7. RENEWAL PROVISION

There is no a renewal provision.

8. COST PROPOSAL-PRICING

**All materials/parts pricing will be up to the discretion of the proposer but each proposer must understand that cost plus a percentage in any form is an unallowable pricing method and will deem the bid unresponsive. This Cost Proposal RFP will be weighted up to 50 points. The District reserves the right to audit cost records to insure that provisions in this RFP are in compliance.**

## 9. PREPARATION OF PROPOSALS

(A) Proposers are expected to examine the specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.

(B) Each proposer shall furnish all information required by the RFP. The proposer shall sign the Proposal; completed form shall be without erasure or interlineations. Proposals that are submitted on forms other than the enclosed forms are subject to disqualification, unless additional information is requested.

(C) Total price for the proposed project shall be shown and such price shall include all related expenses such as professional services, materials, rental equipment, labor, testing, etc. this project is a turned in key project. The proposer is to consider all related expenses to incurred. The District shall not be responsible for additional expenses.

(D) Alternate proposals for supplies or services other than those specified will not be considered.

(E) **Proposers must be able to meet the time line for this project established by the School Nutrition Program.** This project should start on April 20, 2020.

(F) Time, when stated as a number of days, will refer to business days.

## 10. REQUIREMENTS FOR SUBMITTING REQUEST FOR PROPOSALS

The signature of the person submitting the proposal shall be in longhand. The proposer could be determined as non-responsive if items are presented that attempt to alter the RFP conditions in any way, and the proposer could be excluded from the 2019-20 school year RFP process. It is recommended that no additional written documents be included in the RFP packet other than those requested. Please submit the entire RFP and ensure the pages are completed in full, signed and returned together. The actual RFP documents must arrive prior to the RFP opening.

## 11. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach proposers before submission of their proposals. Oral explanation or instructions given to a prospective proposer concerning an RFP will be furnished to all prospective proposers as an amendment to the RFP, if such information is necessary to proposers in submitting proposals on the RFP or if the lack of such information would be prejudicial to uninformed proposers.

All communication is to be made to the Purchasing Agent:

**Denise Ellison**  
**Hamilton County Department of Education**  
**Purchasing Agent**  
**3074 Hickory Valley Road**  
**Chattanooga, TN 37421**  
**(423) 498-7030**  
**Email: DOE\_purchasing@hcde.org**

## 12. ACKNOWLEDGMENT OF AMENDMENTS

Receipt of an amendment to the Proposal must be acknowledged in the RFP response.

## 13. RFP ADDENDUM

The District reserves the right to addend this RFP at any time prior to the proposal deadline, provided that the addendum is in writing. However, prior to any such addenda, the District will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline. If so, the District would rebid and add the amendment/addendum. If an RFP addendum is issued, the District will convey it to potential proposers by e-mailing it and/or mailing a copy to each. A proposer must respond, as required, to the final RFP including its attachments and addenda or risk rejection for being non-responsive.

## 14. RFP COMMUNICATIONS

14.1. The District has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

**Re-Bid RFP BID NO. 20-38**

14.2. Proposers must direct communications relating to this RFP to the person designated as the Purchasing Agent.

14.3. Only the Hamilton County Department of Education's official, written responses and communications will be binding with regard to this RFP.

14.4. Proposers must ensure that the District receives all written comments, including questions and requests for clarification in sufficient time to allow for a reply to reach proposers.

14.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the District. The District assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the District by a specified deadline date will not substitute for the District's actual receipt of a communication or proposal.

14.6. The District reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, internet posting, or any other means deemed reasonable by the District.

14.7. The District reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The District's official, written responses may constitute an addendum of this RFP.

14.8. Any data or factual information provided by the District (in this RFP, an RFP addendum or any other communication relating to this RFP) is for informational purposes only. The District will make reasonable efforts to ensure the accuracy of such data or information; however, it is within the discretion of Proposers to independently verify any information before relying thereon.

## 15. PROPOSER REQUIRED REVIEW & WAIVER OF OBJECTION

15.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, and any addendums, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

15.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the Purchasing Agent with sufficient time allowed for a reply to reach proposers before submission of their proposals.

#### 16. PROPOSAL DEADLINE

A Proposer must ensure that the Purchasing Agent receives a proposal no later than the Proposal Deadline time and date as identified on the front cover of the RFP. A proposal must respond, as required, to this RFP (including its attachments) as may be addended. The District will not accept late proposals, and a Proposer’s failure to submit a proposal before the deadline will result in disqualification of the proposal.

#### 17. SUBMISSION OF PROPOSALS

(A) Proposals and modifications thereof shall be enclosed in sealed envelopes and addressed to Denise Ellison, Purchasing Agent, Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. The proposer shall show the RFP Number, the RFP deadline date and time specified in the RFP, and the name and address of the proposer on the face of the envelope.

(B) Samples of items or information, when requested, must be submitted within time specified, at no expense to the District. If not consumed by testing, samples will be returned at proposer’s request and expense, unless otherwise specified in the RFP.

(C) Hamilton County Department of Education does not accept proposals by facsimile or any electronic transmission.

#### 18. FAILURE TO SUBMIT PROPOSAL

If no proposal is to be submitted do not return the RFP unless otherwise specified. A letter or post card should be sent to the issuing office advising whether further invitations for the type of supplies or services covered by this RFP are desired. Failure of the recipient to submit a proposal or to notify the issuing office that further requests are desired may result in a removal of the name of such recipient from the mailing list for the type of supplies or services covered by the RFP.

#### 19. LATE PROPOSALS AND MODIFICATIONS

It is the responsibility of the proposer to deliver the proposal or proposal modification on or before the RFP deadline date and time. Late proposals will not be accepted.

#### 20. COMPLIANCE WITH LAWS

The proposer shall comply with all laws relating to sale of and purchases by the Hamilton County Department of Education insofar as they pertain to the purchase made under this contract.

#### 21. CODE OF CONDUCT

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

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

#### 22. QUALIFICATIONS OF PROPOSERS

The District may make such investigations as are deemed necessary to determine the ability of the proposer to perform the work and the proposer shall furnish all such information and data for this purpose as the District may request. The District reserves the right to reject any proposal if the evidence submitted by or investigation of such proposer fails to satisfy the District that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

22.1. It is preferred that all proposers have a minimum of three (3) years successful experience in repairing and/or replacing like manufacturer and model equipment used in the District school cafeteria facilities.

22.2. It is preferred that proposers have adequate personnel with current factory/equipment-endorsed certification of training and competency on the brand of equipment used in the District Cafeteria programs. Each proposer shall submit a list of personnel with proof of certifications who will perform repairs under this agreement.

22.3. If during the term of this contract, the Proposer changes any member of the initial staff presented in their proposal, that member must be replaced by a worker possessing competency on the brand of equipment used in the HCDE cafeterias and/or holding current factory-endorsed certification of training. If it is determined by the District that the Proposer does not have adequate qualified personnel to perform the requirements of the contract, Hamilton County Department of Education reserves the right to terminate the contract for default and award to the next most qualified proposer.

#### 23. AUDIT PROCEDURE

The District will review the Proposer’s invoice cost records a minimum of two times per contract period. The Proposer shall be given notice of the intent of the district to conduct an audit with the date scheduled a minimum of two (2) weeks in advance.

#### 24. MANDATORY SITE VISIT/PRE-RFP INSPECTIONS

Pre-RFP inspections of site can be arranged by phoning Martha Marrufo, Hamilton County School Nutrition Department at (423)498-7289, Monday through Friday between the hours of 7:00 a.m. and 3:00 p.m. If you are unable to reach Martha, please email her at [Marrufo\\_m@hcde.org](mailto:Marrufo_m@hcde.org). Inspections must be conducted Monday through Thursday only and completed prior to 3:00 p.m. The deadline to schedule a SITE VISIT is February 26, 2020.

25. MATERIAL AVAILABILITY

Proposers must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of proposals and delivery time. It is the responsibility of the proposer to notify the District liaison immediately if material specified is discontinued, recalled, replaced, or not available for an extended period of time.

26. FEDERAL TAX AND STATE SALES TAX

Purchases by the District are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the District upon request of the Proposer.

27. CONTRACTOR GUARANTEE PERFORMANCE

The proposer warrants that all labor and materials furnished and work performed are in accordance with this RFP document and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one year from Date of Final Completion.

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect, including adjacent work displaced, shall be made good by the undersigned at no expense to the District.

Should this successful proposer fail to correct defective work within thirty (30) days after receiving written notice, the District may, at his option, correct defects and charge the successful proposer the costs for such correction. This successful proposer agrees to pay such charges upon demand.

28. REGULATION COMPLIANCE

- A) ENVIRONMENTAL TOBACCO SMOKE: Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Proposer shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines.
- B) Equal Order 11246, "Equal Employment Opportunity": All contracts awarded in excess of \$10,000.00 by grantees and their proposers or sub grantees shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 (October 13, 1966), and Department of Labor regulation (41CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State's Department of Labor.
- C) Clean Air and Clean Water Acts. Applies to contracts and subcontracts in excess of \$100,000. Proposers must certify compliance with the applicable provisions of the Clean Air Act; the Clean Water Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.
- D) Energy Policy and Conservation Act. Applies to all contracts. All contracts must recognize appropriate

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

- E) 2 CFR 200.326(i), Suspension and Debarment - Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential proposer must certify eligibility by signing the included form.
- F) 2 CFR 200.326, Restrictions on Lobbying - Applies to contracts renewals in excess of \$100,000.00. Proposers must comply with the certification and reporting requirements of 2 CFR 200.326(j).
- G) Encouraging Small and Minority Owned Businesses 2 CFR 200.321 - To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.  
BIDDER: Please cite your company classification as classified by the State of Tennessee, in the appropriate block:  
  
\_\_\_\_\_ Minority Firms  
\_\_\_\_\_ Women's Business Enterprise  
\_\_\_\_\_ Labor Surplus Area Businesses  
\_\_\_\_\_ Minority Owned Businesses  
  
Other \_\_\_\_\_  
  
Bidder \_\_\_\_\_  
(Company Name)
- H) 2 CFR 200.319(c) Drafting of RFP Specifications - Requires that any person that develops or drafts specifications, requirements, statements of work, invitations RFP, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.
- I) 2 CFR 200.319(c) Local Geographical Preferences - Local geographical preferences shall be prohibited as specified in 2 CFR 200.319, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- J) Non-Collusion Affidavit - The form states the proposer agrees and understands the affidavit and is required to be signed.
- K) T.C.A. § 50-9-113, Drug-Free Workplace Affidavit - A form required to be signed to affirm company is compliance.
- L) Certification of Compliance with Tennessee Public Chapter #587 - Requires background checks for employees of proposers under certain situations
- M) Certification of Compliance with IRAN Divestment Act. A local form required to be signed by the bidder for each bid.

- N) Hamilton County Department of Education Addendum to Agreement - A local form required to be signed by the proposer for each RFP.
- O) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- P) Copeland "Anti-Kickback" Act (40 U.S.C. 3145),
- Q) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- R) 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.
- S) 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.

### 29. DECLARATION/STATEMENT BY PROPOSER

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).

30. All proposers must execute "Addendum to Agreement" (form attached). **Failure to execute this agreement will result in disqualification of your proposal.**

31. **All proposers must fully execute all RFP forms including RFP document and all forms included within the packet.**

32. **The original document cannot be changed in format or in items requested.**

### 33. EQUAL OPPORTUNITY / NON-DISCRIMINATION

The Hamilton County Department of Education is an equal opportunity affirmative action employer.

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](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](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

Proposer \_\_\_\_\_  
(Company Name/Signature)

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road  
Chattanooga, TN 37421  
423-498-7030  
February 14, 2020

1. CONTRACT TERMS

The performance of this contract shall be covered solely by the terms and conditions set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the seller at any time and the acceptance by the District of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the District of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this contract. Any different or additional terms, other than those herein, contained in the seller's acceptance are hereby objected to.

2. INSPECTION AND ACCEPTANCE

All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon initial inspection, or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the District's discount privileges. Such right to return offered to the District arising from the District's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the District may have therefore.

3. WARRANTY

The seller expressly warrants that all articles, material, and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the District and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said material or goods or by payments for them.

4. ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

5. INVOICES

Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

6. BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the District may cancel this contract or affirm the contract and hold the seller responsible for damages.

7. DELIVERY

7.1 Location of Delivery of Service

All services and supplies for this RFP will be at the School Nutrition Warehouse, as directed by the purchase order. All price quotes must be F.O.B. destination.

7.2 Time of Delivery/Service

To insure adequate service level SNP requires that all services rendered will be delivered/completed when specified. Time is, therefore, the essence of this contract. If services are not provided at the time agreed upon, the District reserves the right to cancel and obtain elsewhere and hold seller accountable therefore.

8. DELIVERY OF GOODS AND SERVICES

It is understood and agreed that this proposal 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 the firm from the HCDE list of proposers for the next bid cycle.

9. RESPONSIBILITY FOR SUPPLIES/SERVICES

Build a steel reinforced/insulated floor for a Drive-in Freezer at the School Nutrition Warehouse

TERMS AND CONDITIONS OF PURCHASE

Re-Bid RFP File 20-38

Page 7

The Proposer shall be responsible for supplies until they are delivered and installed at the designated delivery point; and the proposer shall bear all risk for rejected and recalled supplies after notice of rejection. These will be replaced free of charge upon notice of recall/rejection or if wrong parts are bought.

10. The Proposer shall complete and sign a W-9 Form provided to the Proposer by the District. The taxpayer identification number contained in the W-9 submitted to the District shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Proposer. The Proposer shall not invoice the District for services until the District has received this completed form.



## 1. SPECIAL PROVISIONS & INTRODUCTION

The Hamilton County Department of Education, hereinafter referred to as “the District”, has issued this Request for Proposals (RFP) exclusively on behalf of the School Nutrition Program to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the Department’s process for evaluating proposals and selecting a proposer to provide the needed service.

Through this RFP, the District seeks to procure the best services at the most favorable, competitive prices.

### 1.1. Statement of Procurement Purpose

The District intends to procure professional services to build a steel reinforced/insulated floor for the drive-in freezer at the School Nutrition Warehouse. The proposer shall be required to demolish the current concrete floor and underlayers, reinforced and insulated the site for the drive-in freezer. The successful proposer shall work with the factory representative as well as the Hamilton County Maintenance Dept and School Nutrition Dept to achieve successfully this project.

- 1.1.1. Required Approvals. The District is not bound by this Contract until it is approved by the Hamilton County Board of Education in accordance with applicable local and state laws and regulations. No work shall be performed without a signed Purchase Order issued by the District.
- 1.1.2. Record Retention. All records shall be maintained by the proposer for three (3) years after final payment has been made or until all disputes are resolved. All such records must be made available to the State Agency, the United States Department of Agriculture, the Comptroller General of the United States, or any of their duly authorized representatives.

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

- A) Until all pending matters are resolved. Pending matters include contract disputes, audits, investigative and review findings.
  - B) The Federal record retention period begins with the later of the date:
    - 1) The final payment is made under the contract,
    - 2) The contract concludes; or
    - 3) The final claim for reimbursement for the fiscal year in which the contract concludes is submitted.
  - C) For renewable contracts, records of the initial procurement through the conclusion of the final renewal must be maintained.
- 1.1.3. Records Access - The proposer shall agree to retain all books, records and other documents relative to the contract agreement for three (3) years after final payment, or until audited by the SFA (School Food Authority), whichever is sooner. Duly authorized representatives of the LEA (Local Education Authority) /SFA and/or USDA auditors or the Comptroller General of the United States shall be allowed full access to any books, documents, papers and records of the proposer which are directly pertinent to all negotiated contracts.
  - 1.1.4. Documentation - All aspects of each procurement, including the rationale for the procurement selected, contract type selected and basis for contract price must be documented. All records documenting the procurement history, including all extensions and renewals, must be retained for the greater of the State’s record retention requirements or for the Federal record retention period. Records must be retained beyond this period until all pending matters are resolved. Failing to maintain required records can result in audit and review findings, cost disallowances and prevent the School Nutrition department from effectively responding to RFP protests and contract disputes.

- 1.1.5. **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written addendum signed by the parties hereto.
- 1.1.6. **Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Contractor, being an independent contractor and not an employee of the District, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- 1.1.7. **Limitation of Liability.** The parties agree that the Proposer's liability under this Contract shall be limited to services actually rendered that have not been previously paid for but for which the warranty is still in place and as may be addended, PROVIDED THAT in no event shall this section limit the liability of the Proposer for intentional torts, criminal acts, or fraudulent conduct.
- 1.1.8. **District Liability.** The District shall have no liability except as specifically provided in this Contract. HCDE shall not be responsible for any payment, insurance, or incurred liability.
- 1.1.9. **Local, State and Federal Compliance.** The Proposer shall comply with all applicable local, state and federal laws and regulations in the performance of this Contract.
- 1.1.10. Proposer shall acknowledge that it and its employees serve as independent proposers and that HCDE shall not be responsible for any payment, insurance, or incurred liability.
- 1.1.11. **Indemnification:** Proposer shall indemnify, defend, save and hold harmless HCDE, administration, agents, and employees from all suits, claims actions, or damages of any nature brought because of, or arising out of, or due to breach of agreement by proposer, its sub-proposers, suppliers, agents, or employees due to any negligent act or occurrence or any omission or commission of proposer, its subproposers, suppliers, agents, or employees.
- 1.1.12. **Proposer Performance.** If the Proposer fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, HCDE SNP may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Proposers with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any proposer with continued poor performance will be removed from the potential proposer list for the current bid cycle and next bid cycle.
- 1.1.13. **Non-Compliance.** If a proposer materially fails to comply with any terms of an award, whether stated in a Federal Statute or regulation, an assurance, in a State plan or application, a notice of award, elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstance(s):
- Temporarily withhold cash payments pending correction of the deficiency by the proposer or more severe enforcement action
  - Disallow all or part of the cost of the activity or action not in compliance
  - Wholly or partly suspend or terminate the current award for the proposer
  - Withhold further awards for the program
  - Take other remedies which may be legally available
  - Ban the company for bidding for the following bid cycle

1.1.14. Breach

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

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

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

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

- A. Give the Proposer a written notice of the breach requiring it to be remedied within thirty days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Proposer;
- B. Give the Proposer 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 Proposer during the period from the date of such notice until such time as the HCDE SNP determines that the Proposer has cured the breach, shall never be paid to the Proposer;
- C. Set off against any other obligation the HCDE SNP may owe to the Proposer any damages the HCDE SNP suffers by reason of any event of breach;
- D. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

1.1.15. Contract Termination for Cause: If the Proposer fails to properly perform its obligations under the contract in a timely or proper manner, or if the Proposer violates any terms of this contract, the HCDE SNP shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contract is terminated for due cause by the HCDE SNP, the HCDE SNP shall have the option of awarding the contract to the next lowest proposer or bidding again.

1.1.16. Contract Termination for Convenience: The Hamilton County Department of Education School Nutrition Program may, by written notice to the Proposer, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the HCDE SNP. The HCDE SNP must give notice of termination to the Proposer at least thirty days prior to the effective date of termination. The Proposer shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Proposer for compensation for any service which has not been rendered. Upon such termination, the Proposer shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**1.2. Special Terms and Conditions:**

1.2.1 Subject to Funds Availability. The Contract is subject to the appropriation and availability of District funds. In the event that the funds are not appropriated or are otherwise unavailable, the District reserves the right to terminate the Contract upon written notice to the Proposer. Said termination shall not be deemed a breach of Contract by the District. Upon receipt of the written notice, the Proposer shall cease all work associated with the Contract. Should such an event occur, the Proposer shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Proposer shall have no right to recover from the District any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

1.2.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable local, state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Proposer by the District or acquired by the Proposer on behalf of the District shall be regarded as confidential information in accordance with the provisions of

applicable local, state and federal law, local, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Proposer to safeguard the confidentiality of such material or information in conformance with applicable local, state and federal law, local, state and federal rules and regulations, departmental policy, and ethical standards.

The Proposer's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Proposer of this Contract; previously possessed by the Proposer without written obligations to the District to protect it; acquired by the Proposer without written restrictions against disclosure from a third party which, to the Proposer's knowledge, is free to disclose the information; independently developed by the Proposer without the use of the District's information; or, disclosed by the District to others without restrictions against disclosure. Nothing in this paragraph shall permit Proposer to disclose any information that is confidential under federal, state or local law or regulations, regardless of whether it has been disclosed or made available to the Proposer due to intentional or negligent actions or inactions of agents of the District or third parties.

Work performed for the District is subject to strict standards of confidentiality pertaining to the work performed and status. Employees of the Proposer are not to share information concerning the work performed or conditions found in the job site except to their direct supervisor/company designees and to the Director of School Nutrition/designees.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- 1.2.3. Proposer is to identify their regular business hours and service hours for the company's week. Provide two contact names and phone numbers for School Nutrition personnel to communicate during these normal working hours. Provide two contact names and numbers in case of emergency outside these normal operating hours/days.
- 1.2.4. The prices provided herein will be firm prices for the contract period.
- 1.2.5. As the signee for this proposal, the proposer agrees to the following: "By my signature on the face of this proposal, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer."
- 1.2.6. The successful proposer shall be issued a purchase order to cover the contract period.
- 1.2.7. Proposer agrees to provide company uniforms and/or I D badges to all its service personnel.
- 1.2.8. Proposer agrees to provide personnel who are highly skilled/qualified in their craft and to provide experienced supervision as well as planning as a condition of this contract.
- 1.2.9. The Asbestos Management Plan must be consulted prior to any work being done, if service requires disruption of floor, ceiling, or wall structures.

### **1.3. Scope of Service**

- 1.3.1. The Proposer will test, clear, excavate, remove, all flooring in the projected area and rebuild a steel reinforced/ insulated floor for a drive-in freezer at the School Nutrition Warehouse.

The Proposer shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

The Proposer shall have from April 20, 2020 to May 31, 2020 ( only business days) to work on this project. The labor our will begin as early as 6:30 am and will resume by 4:30pm, Monday thru Friday. If any difficulties are encountered the School Nutrition Program should be notified and an extension of the deadline could be considered. If an extension is granted, this extension cannot exceed of June 15, 2020.

1.3.2. Specific agreements of successful proposers.

**Phase one (1)**

The Proposer will provide floor plans based on Manufacturer's specifications. Proposer to field verify all existing conditions within the scope of work before submitting a proposal.

If there is a conflict between these specifications and plans by others, the more stringent criteria shall be followed.

Proposer shall adhere to their own work plans, project plans, specifications, and general industry practice.

**Phase two (2)**

This phase of the project consists of testing, excavate, clearing, removing all the existing floor and enough of underneath materials on the projected area to fit the levels of slab, insulation/vapor barrier and concrete slab. It is also required that the Proposer haul off all demolition debris and utilities not removed by others that are within designated project areas except for such objects that the SNP representative designates to remain. The work shall also include preserving and protecting from injury or defacement of all objects designated to remain. In the event that there are any questions concerning the handling of any contaminated materials, the Proposer shall coordinate such issues with the School Nutrition representative. All materials shall be handled for disposal properly in accordance with all applicable laws and regulations at approved facilities which are licensed and/or approved for the disposal of or handling of such materials. Proposer must understand asbestos is present in some schools, if the installation causes a fiber exposure the Proposer will be responsible for the abatement and cleanup cost. An asbestos management plan is present in all schools and should be reviewed before work is undertaken.

- Proposer to coordinate the removal of the existing warehouse racks and relocate them after completion of the new floor. See drawings for relocation.
- Proposer to coordinate all demolition debris and removal with proper agencies.
- Proposer to coordinate with the School Nutrition Dept and the Maintenance Dept to have all utility services removed or disconnected prior to the commencement of any disconnected, capped off, plugged or otherwise secured. Care shall be exercised so as not to damage any utility lines due to demolition activities and any such damages will be repaired to the requirements of the respective utility at the Proposer's expense.
- **Proposer shall make all notifications and obtain all permits associated with the demolition/removal and all work to be done related to this project.**
- Proposer shall be responsible for cleaning and maintaining haul routes and controlling dust. Cleaning shall be continuous during active work.
- Proposer shall not disturb existing conditions outside limits of demolition unless otherwise noted; any damages incurred will be repaired at the Proposer's expense.

**Phase Three (3)**

To build a reinforced/insulated concrete floor. The intention of this reinforced/insulated floor is to build a drive-in freezer on it. The dimensions of the refrigerated box are 20'0" x 38'x6" x 12'0 1/4" high.

- The concrete slab must be 6" high with steel reinforcement, and 4" insulation underneath.

- The concrete slab must be designed to resist the punching shear and weight of a loaded forklift. This is a drive-in freezer floor. The weight of the fully loaded forklift would be up to 9,000lb.
- Under Floor Insulation – Under floor insulation must provide sufficient compressive strength to support the loads from the overlaying floor slab without crushing it. EPS is recommended since it provides a compressive strength of 30 PSI. The insulation should be placed directly below the freezer slab.
- A second 6” concrete Slab- A concrete slab must be placed directly below the insulation. This vapor barrier keeps vapor from migrating from the soil and through the insulation to the bottom of the freezer slab and provide more stability to the freezer floor.

This freezer floor must meet the factory specifications. See drawings page #35.

Proposer must provide and install six (6) 4” Sch. 80 bollards 4’ high, embed 3’ at each door jamb as shown in the drawings.

Proposer must provide and install L shape 5”x3”x 1/4” coated steel angle around the interior walls of the drive in freezer. This barrier will be installed 4” from the freezer wall. The steel angle must be installed with a 5/8”x4 1/2” wedge type floor anchors. Please see drawings in page # 34. The coated steel angle must be for freezer use.

Proposer shall provide final cleaning of interior and exterior of project upon completion of all necessary work. Site is to be restored to pre-construction conditions upon completion of work.

Proposer shall disassemble and reinstall the existing shelving in a different location as shown in the drawings.

#### **Electrical**

Specifications regarding electrical need will be discussed in the Mandatory PRE-BID SITE VISIT.

- Proposer shall furnish and install disconnects for lights and doors 5’ from the box, furnish and install a disconnect for the condensing unit in the compressors’ room.
- Proposer shall replace the existing electrical panel to accommodate the new unit. Entire load center is to be changed/replaced with new load center. Power is to be brought from new load center to within 5’ of required loads with disconnects.

- 1.3.4. New Material. Unless specified otherwise in the RFP package, the Proposer must provide new parts/supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components and end products. Proposer submission of other than new materials may be cause for the rejection of the proposal or grounds for contract breach. Any substitutions on materials must be approved by the SNP Director or designee.

#### **1.4. Payment Terms and Conditions**

- 1.4.1. Compensation Firm. The payment rates and the maximum liability of the District under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason.
- 1.4.2. Payment Methodology. The Proposer shall be compensated based on the proposal’s service cost herein for services rendered authorized by the District. Any billing questions should be directed to Martha Marrufo, SNP Accounting Manager, at 423-498-7289.
- 1.4.3. Invoice Requirements.
- 1.4.3.1. The Proposer shall submit invoices and copies of the completed work signed by School Nutrition Representative upon services being rendered, with all necessary supporting documentation, to:

**Hamilton County Department of Education  
Attn: Connie Blevins, Accounts Payable Supervisor**

**3074 Hickory Valley Road  
Chattanooga, TN 37421**

**Or via email:**

**[CN\\_AP@HCDE.ORG](mailto:CN_AP@HCDE.ORG)**

1.4.3.2. The Proposer agrees that an invoice will be submitted per this project and shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information:

- Invoice/Reference Number (assigned by the Proposer);
- Invoice Date
- Invoice Period (period to which all invoiced charges are applicable);
- P.O. Number
- Location
- Proposer Name;
- Proposer Contact (name, phone, and/or fax for the individual to contact with billing questions);
- Proposer Remittance Address; and
- Complete Itemization of Charges, which shall detail the following:
  - Service Description (including name/title as applicable) of each service invoiced and time period;
  - Applicable Payment Rate (as stipulated in RFP Attachment 6.3.) of each service invoiced;
  - Amount Due by Service; and
  - Total Amount Due

1.4.3.3 The Proposer understands and agrees that an invoice to the District under this Contract shall:

- include only charges for service described in RFP Attachment 6.3. and in accordance with Section “Payment Terms and Conditions”;
- not include any future work but will only be submitted for completed service; and
- not include sales tax or shipping charges.

1.4.3.5. The Proposer agrees that timeframe for payment (and any discounts) begins when the District Accounts Payable representative is in receipt of the invoice meeting the minimum requirements above.

1.4.4. Payment of Invoice. The payment of the invoice by the District shall not prejudice the District’s right to object to or question any invoice or matter in relation thereto. Such payment by the District shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

1.4.5. Invoice Reductions. The Proposer’s invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the District, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services. This will be done by the proposer issuing a credit to the School Nutrition Program, via Accounts Payable.

## **2. PROPOSAL REQUIREMENTS**

### **2.1. Proposal Form**

A response to this RFP requires both parts, a Technical Proposal and a Cost Proposal.

2.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information, amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the District will deem the proposal to be non-responsive and reject it. Cost proposals are to be entered on RFP Attachment 6.3.**

- 2.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 2.1.1.2. A proposal should be prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8-1/2" x 11" pages. All proposal pages must be numbered.
- 2.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 2.1.1.4. The District may determine a proposal to be non-responsive and reject it if:
  - a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
  - b. the Technical Proposal document does not completely respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.
  - c. the RFP is not returned in its entirety with appropriate questions answered and pages signed, documented as required.
- 2.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

**NOTICE: If a proposer fails to submit a cost proposal exactly as required, the District will deem the proposal to be non-responsive and reject it.**

- 2.1.2.1. A Proposer must only record the proposed cost/percentage exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 2.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 2.1.2.3. A Proposer must sign and date the Cost Proposal.
- 2.1.2.4. A Proposer must submit the Cost Proposal together with the Technical Proposal in the same envelope.

## 2.2. Proposal Delivery

A Proposer must deliver (via hand carry, mail, carrier or the like) a proposal in response to this RFP as detailed below. The District will not accept a proposal delivered by any other method (electronic, facsimile, or the like).



- 2.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including, but not limited to, required signatures.
- 2.2.2. A Proposer must submit the original Technical Proposal and Cost Proposal documents and copies as specified below.
  - 2.2.2.1. One (1) original Technical Proposal paper document labeled:  
“BID/RFP File 20-38 TECHNICAL PROPOSAL ORIGINAL”  
and one (1) exact copy of Technical Proposal labeled:  
“BID/RFP File 20-38 TECHNICAL PROPOSAL COPY”  
In the event of a discrepancy between the original Technical Proposal document and the copy, the original, signed document will take precedence.
  - 2.2.2.2. One (1) original Cost Proposal paper document labeled:  
“BID/RFP File 20-38 COST PROPOSAL ORIGINAL”  
and one (1) exact copy of the Cost Proposal labeled:  
“BID/RFP File 20-38 COST PROPOSAL COPY”  
In the event of a discrepancy between the original Cost Proposal document and the copy, the original, signed document will take precedence.
- 2.2.3. A Proposer must seal, package, and place the entire completed RFP in one envelope for delivery as follows.
  - 2.2.3.1. The Technical Proposal original document and copy must be placed in a sealed package that is clearly labeled:  
“COMPANY NAME, BID/RFP File 20-38 TECHNICAL PROPOSAL, TIME AND DATE OF OPENING”
  - 2.2.3.2. The Cost Proposal original document and copy must be placed in a separate, sealed package that is clearly labeled:  
“COMPANY NAME, BID/RFP File 20-38 COST PROPOSAL, TIME AND DATE OF OPENING”
  - 2.2.3.3. The separately, sealed Technical and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled in the lower left hand corner of the envelope:  
“COMPANY NAME, REBID/RFP File 20-38 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL, TIME AND DATE OF OPENING”
- 2.2.4. A Proposer must ensure that the Purchasing Agent receives a proposal in response to this RFP no later than the Proposal Deadline time and date designated on the front cover of the RFP.

**Hamilton County Department of Education  
Denise Ellison, Purchasing Agent  
3074 Hickory Valley Road  
Chattanooga, TN 37421**

### **2.3. Proposal & Proposer Prohibitions**

- 2.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the District, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 2.3.2. A proposal must not restrict the rights of the District or otherwise qualify the offer to deliver services as required by this RFP. If a proposal restricts the rights of the District or otherwise qualifies the offer to deliver services as required by this RFP, the District, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

- 2.3.3. A proposal must not propose alternate services (i.e., offer services different from those requested and required by this RFP). The District will consider a proposal of alternate services to be non-responsive and reject it.
- 2.3.4. A Cost Proposal must not result from any collusion between Proposers. The District will reject any Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the District will consider any such actions to be grounds for proposal rejection or contract termination.
- 2.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect or subject to record. If the District determines that a Proposer has provided such incorrect information, the District will deem the Proposer's proposal non-responsive and reject it.
- 2.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the District will deem all of the proposals non-responsive and reject them.
- 2.3.7. A Proposer must not submit a proposal as a prime proposer while also permitting one or more other Proposers to offer the Proposer as a sub-proposer in their own proposals. Such may result in the disqualification of all Proposers knowingly involved.

#### **2.4. Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date given.

#### **2.5. Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP deadline time and date by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time prior to the Proposal Deadline.

### **3. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

#### **3.1. RFP Cancellation**

The District reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations, and does not guarantee that a contract award will result from this RFP.

#### **3.2. District Right of Rejection**

3.2.1. Subject to applicable laws and regulations, the District reserves the right to reject, at its sole discretion, any and all proposals.

3.2.2. The District may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP.

**3.3. Removal of Proposer's Employees:** The successful proposer agrees to utilize only experienced, responsible and capable people in the performance of the work. The District may require that the successful proposer remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the District.

**3.4. Insurance:** Proposers shall provide Worker's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based. Successful proposer must add Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional

named insured. Complete copies of insurance policies must be provided, if requested. A failure to provide said documentation will be considered a contract breach and grounds for termination.

Insurance Required:

All proposers must provide Certificate of Insurance detailing the following coverage and amounts as part of RFP submittal:

Coverage	Amount
Workers Compensation	Statutory Limits of Tennessee
Employers Liability:	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 each occurrence, \$3,000,000 aggregate
E & O:	\$1,000,000 each occurrence
Auto (Truck) Liability:	\$5,000,000 each occurrence + uninsured motorist

Successful proposer must add the Hamilton County Department of Education to insurance policies as additional named insured prior to the execution of contract.

**3.5. Licensure**

3.5.1. The apparent successful Proposer (and Proposer employees as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. **The District will require any Proposer to submit copies of proper licensure along with the proposal.**

3.5.2 All technicians employed by the Proposer must be trained as described in page 4, 23.2 and 23.3.

**3.6. Disclosure of Proposal Contents**

3.6.1. Each proposal and all materials submitted to the District in response to this RFP become the property of the District. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the District

3.6.2. The District will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are reviewed and the recommended proposer is approved by the Board.

**3.7. Contract Approval and Contract Payments**

3.7.1. This RFP and its proposer selection processes do not obligate the District and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. District obligations pursuant to a contract award shall commence only after the contract is signed by the District School Nutrition Director and the Proposer, and after the Contract is approved by the Hamilton County Board of Education as required by applicable laws and regulations. Also, a purchase order will be issued after the School Board approves the selected proposer.

3.7.2. No payment will be obligated or made until the relevant Contract is approved. All payments relating to this procurement will be made in accordance with the District Payment Terms and Conditions of the Contract resulting from this.

**3.8. Proposer Performance**

The Proposer resulting from this RFP will be responsible for the completion of all service set out in this RFP including attachments and addendums. All service is subject to inspection and evaluation by the School Nutrition Director or

Designee. The District will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract; and the Proposer must cooperate with such efforts.

**3.9. Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the District and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

**4. PROPOSAL EVALUATION & CONTRACT AWARD**

**4.1. Evaluation Categories & Maximum Points**

The School Nutrition Evaluation Team will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	20
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	30
<b>Cost Proposal</b> (Refer to RFP Attachment 6.3.)	50

**4.2. Evaluation Process**

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. (“Responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.) Upon request, the Proposer shall submit documentation substantiating the Proposer’s financial responsibility.

4.2.1. **Technical Proposal Evaluation.** The RFP Proposal Evaluation Team (consisting of the School Nutrition Director, at least one other School Nutrition employee and one Maintenance Dept employee) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

4.2.1.1. The Evaluation Team reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the Team. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the District.

4.2.1.2. The Director of School Nutrition will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the Director of School Nutrition determines that a proposal may have failed to meet one (1) or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the Team will request clarifications or corrections; or,
- c. the Team will forward the RFP to the Purchasing Agent to determine the proposal non-responsive to the RFP and reject it.

- 4.2.1.3. Proposal Evaluation Team members will evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Sections B and Section C.
- 4.2.1.4. For each proposal evaluated, a designated team member will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.
- 4.2.1.5. Before Cost Proposals are reviewed, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 4.2.2. **Cost Proposal Evaluation.** The Director of School Nutrition will review the Cost Proposal for evaluation of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 4.2.3. **Total Proposal Score.** The team designee will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.4., Proposal Score Summary Matrix).

#### 4.3. Contract Award Process

- 4.3.1. The Director of School Nutrition will determine the apparent best-evaluated proposal. (To recommend a contract award to a Proposer other than the one receiving the highest evaluation process score, the Director of School Nutrition must provide written justification and obtain approval from the District Purchasing Director.)
- 4.3.2. The Director of School Nutrition will submit the Proposal Evaluation Team determinations and proposal scores to the HCDE Purchasing Director for consideration along with any other relevant information that might be available and pertinent to contract award.
- 4.3.3. The School Nutrition Proposal Evaluation Team reserves the right to make an award without further discussion of any proposal.
- 4.3.4. The Purchasing Director will submit the request for approval of the recommended proposer to the next earliest Board meeting. All proposers will be notified by the purchasing department as to the status of their proposal submission.

#### 5. ATTACHMENTS

The following pages are certifications as required by law. Each is to be reviewed, signed and completed as stated.

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### **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 \_\_\_\_\_

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**Completed by:**

**Hamilton County Board of Education**

**School Nutrition Program**

RFP File 20-38

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

The prospective participant / proposer certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

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

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Organization Name

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

---

Signature

Date

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**CERTIFICATION REGARDING LOBBYING**

RFP File 20-38

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$25,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

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FNS Grant/Cooperative Agreement

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Name/Address of Organization

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Name/Title of Submitting Official

---

Signature

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Date

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INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

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NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ Contract/RFP File 20-38

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of my Firm)

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

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other proposer, proposal, or potential proposer.
- (2) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before RFP opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this RFP, or to submit any intentionally high or noncompetitive proposals or other form of complementary proposal.
- (4) The proposal 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 proposal.
- (5) \_\_\_\_\_, its affiliates, subsidiaries,  
(Name of my Firm)

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

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Non-Collusion Affidavit

Continued

I state that \_\_\_\_\_ understands and  
(Name of my Firm)

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

\_\_\_\_\_  
(Signature and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires: \_\_\_\_\_

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**Drug-Free Workplace Affidavit Requirements**

- (1) Each Proposer or Sub-proposer 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 proposals. Said program shall comply with Title 50, Chapter 9, TCA.
- (2) If it is determined that an employer subject to the provisions of this section has entered into a contract for this Project and does not have a drug-free workplace pursuant to the referenced requirements, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance.
- (3) The written affidavit shall be submitted with the Proposer's Proposal Form, and the Proposal shall not be considered complete if said affidavit is not included, and the Proposal shall be rejected as Non-Responsive.
- (4) For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development.

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**DRUG-FREE WORKPLACE REQUIREMENTS OF**

**TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with proposal by proposer/proposer with 5 or more employees)

I, \_\_\_\_\_, president or other principal

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

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

\_\_\_\_\_  
President of Principal Officer

For: \_\_\_\_\_

**STATE OF TENNESSEE     }**  
**COUNTY OF                    }**

Subscribed and sworn before me by \_\_\_\_\_,

President or principal officer of \_\_\_\_\_,

on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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**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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

***ADDENDUM TO AGREEMENT***

RFP File 20-38

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



---

## Hamilton County Department of Education Vendor Information Form

Name: (as appears on your income tax return) \_\_\_\_\_

Business Name: (if different from above) \_\_\_\_\_

Mailing address for **payments**

Mailing address for **purchase orders/ bids**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

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

**Request for Taxpayer  
Identification Number and Certification**

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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. <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.

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://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-DIV (dividends 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)

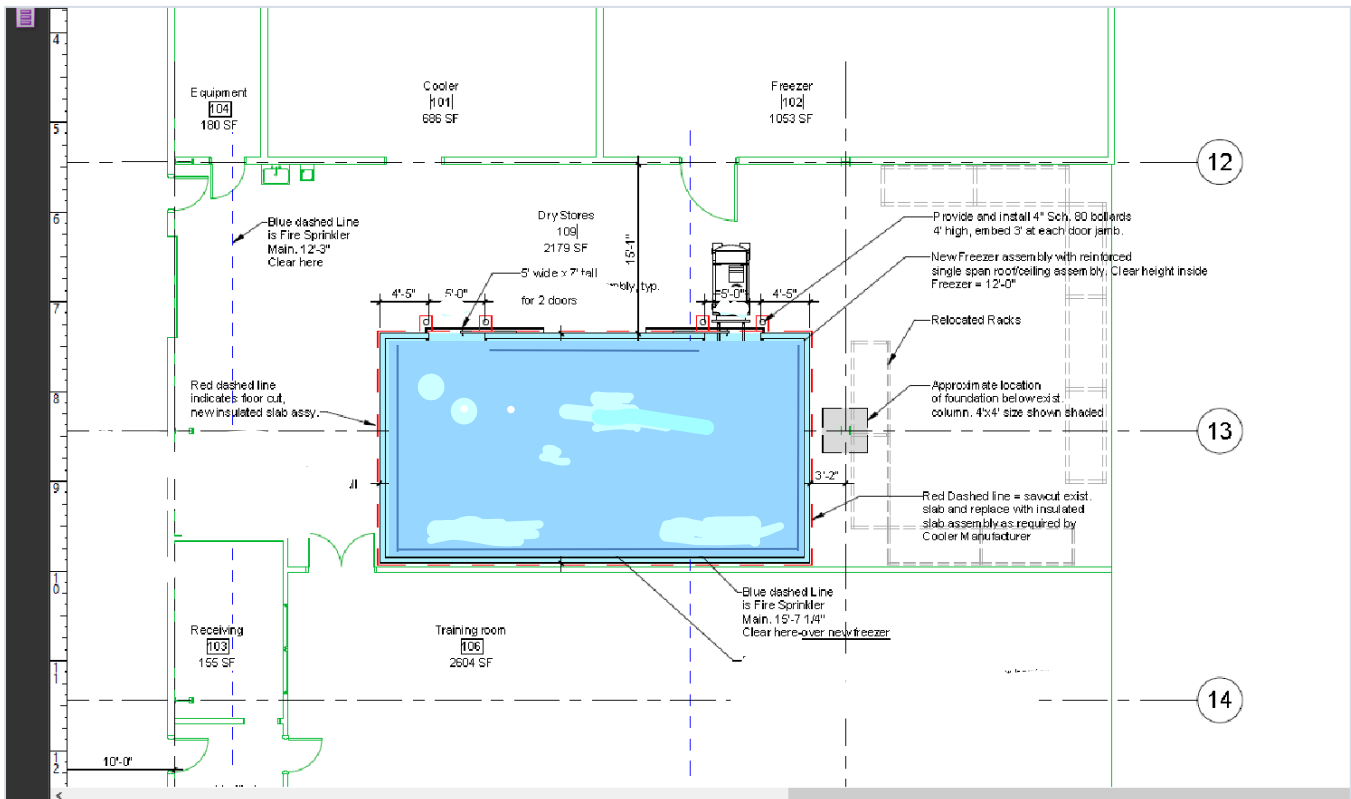
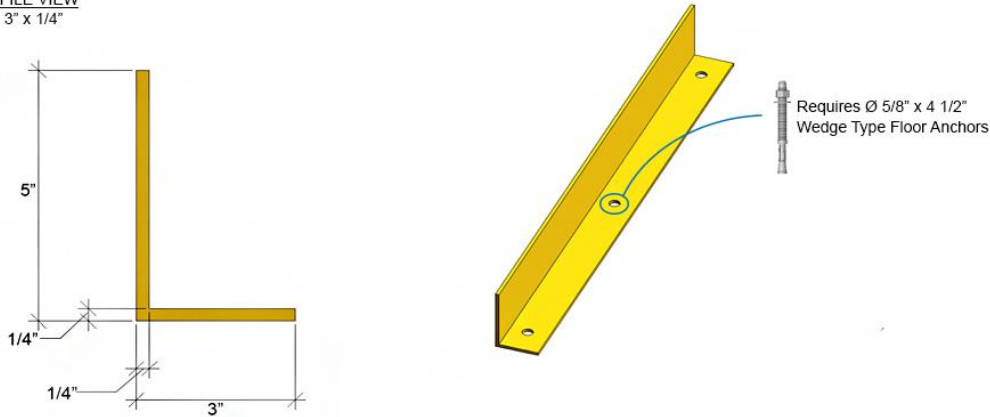
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*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.*

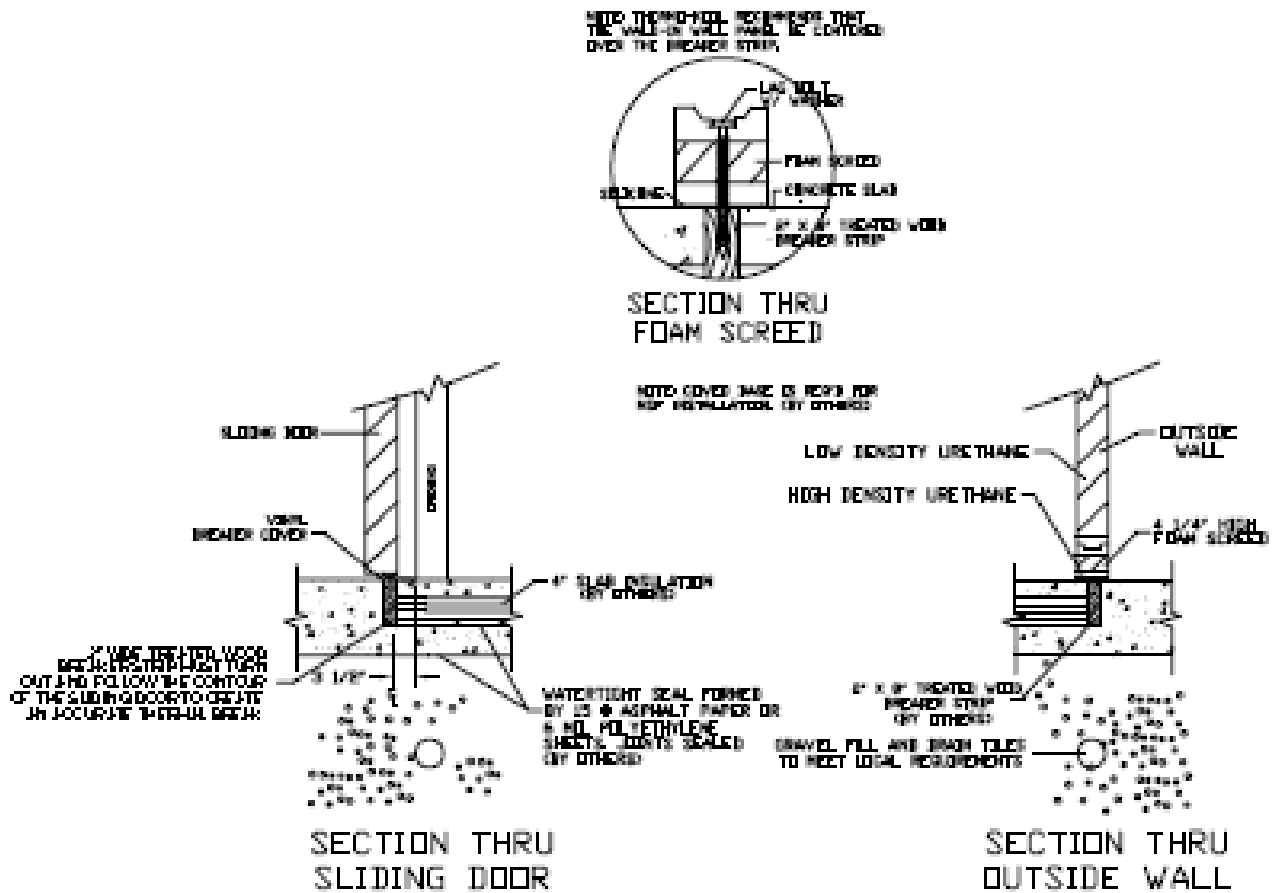
DRAWINGS

Steel Angle Floor Guide

PROFILE VIEW  
L5" x 3" x 1/4"



Floor Detail



**RFP ATTACHMENT 6.1.**

---

**RFP # PROPOSAL STATEMENT OF ASSURANCES**

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

---

**The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services, section 1.4, of the RFP for the total contract period including annual renewal options.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

**By signing this Proposal Statement of Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.**

**\*\*DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY\*\***

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME & TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROPOSER LEGAL ENTITY NAME:** \_\_\_\_\_

**PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):** \_\_\_\_\_

**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION A: MANDATORY REQUIREMENTS.** The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The Contract Administrator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the Contract Administrator will review each proposal for compliance with all RFP requirements.

<b>PROPOSER LEGAL ENTITY NAME:</b>		
<b>Section A— Mandatory Requirement Items</b>		<b>Circle One:</b>
The Proposal must be delivered to the District no later than the Proposal Deadline specified in the RFP.		<b>Pass / Fail</b>
The Technical Proposal must NOT contain cost or pricing information of any type.		<b>Pass / Fail</b>
The Technical Proposal must NOT contain any restrictions of the rights of the District or other qualification of the proposal.		<b>Pass / Fail</b>
A Proposer must NOT submit alternate proposals, change language or format, or submit more than one bid for the same proposal or more than one bid from different locations for the same company.		<b>Pass / Fail</b>
A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-proposer).		<b>Pass / Fail</b>
The Proposer must submit the completed RFP with all appropriate acknowledgements, forms, requested documents, notary and general signatures, as required. Proposer may not add additional sheets unless requested.		<b>Pass / Fail</b>
Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.		<b>Pass / Fail</b>
Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the District) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the District, and the District reserves the right to cancel any award.		<b>Pass / Fail</b>
The proposer must submit all local, state, and federal agency licensing requirements for their company.		<b>Pass / Fail</b>
<i>District Use – Contract Administrator Signature, Printed Name &amp; Date:</i>		

**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** On a separate page(s) the Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign up to the maximum score for each response to Section B—General Qualifications & Experience Items. The maximum points for this section are twenty (20).

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items	Maximum Points Awarded
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the District should contact regarding the proposal.	1
	B.2.	Describe the Proposer’s form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile) and licenses.	2
	B.3.	Briefly describe how long the Proposer has been performing the services required by this RFP or similar.	2
	B.4.	Describe the Proposer’s number of employees, client base, and location of offices. Identify which office location is closest to Chattanooga, TN and the number of employees based at that location that will service our project.	2
	B.5.	Identify how many employees will be servicing this proposal.	3
	B.7.	Furnish evidence of at least three (3) other projects, within the last two years for projects similar in scope/size to the service of this district sought under this RFP. Contact names, telephone numbers, fax numbers and emails are required in order to check these references.	3
	B.8.	State whether or not the Proposer or, to the Proposer’s knowledge, any of the Proposer’s employees, agents, independent proposers, or sub-proposers, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.	2
	B.9.	State whether or not, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	1
	B.10.	State whether or not there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer’s performance in a contract pursuant to this RFP.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The District may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.	1
	B.11.	State whether or not your company has ever been sanctioned or found in violation (past, present, pending) of any local, state or federal environmental violations. If so, include an explanation providing relevant details.	1
	B.12.	Identify their regular business hours and service hours for the company’s week. Provide contact names and phone numbers. This contact should be available at any time during the hours of 7:00 a.m. to 4:30 p.m. Please provide a contact number for hours outside of the aforementioned times and on weekends in case of emergency.	2
<b>SCORE (for all Section B—Qualifications &amp; Experience Items above) (maximum possible score = 20):</b>			
District Use – Evaluator Identification:			
District Use – Contract Administrator Signature, Printed Name & Date:			

**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** On a separate page(s) the Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of at least two (2) School Nutrition employees and one Maintenance Dept employee, will independently evaluate and score the proposal's response to each item. The maximum points for this section are thirty (30). Each evaluator will use the following whole number scale for scoring each item:

**0 = no value    1 = poor    2 = fair    3 = satisfactory    4 = good    5 = very good    6 = excellent**

<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section C–Technical Qualifications, Experience &amp; Approach Items</b>	<i>District Use ONLY</i>
			<b>Item Score</b>
	<b>C.1.</b>	Name Proposer's Designee to oversee this project. Provide a resume of Proposer's designee including experience in the oversight of the installation of reinforced/insulated floors for drive-in freezers.	
	<b>C.2.</b>	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP.	
	<b>C.3.</b>	Provide a list of the Proposer's personnel who will be servicing the proposal requirements, including prior experience and copies of completed training, certifications, etc.	
	<b>C.4.</b>	Detail the estimated project time line. The availability to begin on April 20, 2020. If the proposer cannot begin the project on April 20 <sup>th</sup> when will be the closet starting date.	
	<b>C.5.</b>	Provide a brief, descriptive statement detailing any warranty of labor, materials, etc. offered to the District.	
<b>Total Score (maximum possible score = 30):</b>			
<i>District Use – Evaluator Identification:</i>			
<i>Contract Administrator Signature, Printed Name &amp; Date:</i>			



**RFP ATTACHMENT 6.3.**

**COST PROPOSAL & SCORING GUIDE**

*NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED*

**COST PROPOSAL SCHEDULE**— The Proposer shall list their Cost Proposal in the white columns below. It shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP. The Cost Proposal shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**NOTICE:** The District is under no obligation to request work from the Proposer in any specific dollar amounts or to request any work at all from the Proposer during any period of this Contract. The SNP reserves the right to use existing staff to perform preventive maintenance and troubleshooting/repair as appropriate. Any work performed by the Proposer will remain their responsibility during the warranty period.

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

This section has a maximum points value of fifty

<b>PROPOSER SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>Cost Item Description</b>	<b>Proposed Cost</b>	<b>District Use ONLY</b>	
		<b>Maximum Evaluation Points Awarded</b>	<b>Evaluation Points Score</b>
Project: Rebuild a steel reinforced/insulated drive in Freezer Floor based on specs.	\$	50	
<b>Grand Total Score (maximum possible score = 50):</b>			
<i>Contract Administrator Signature, Printed Name &amp; Date:</i>			

**RFP ATTACHMENT 6.4.**

**PROPOSAL SCORE SUMMARY MATRIX**

	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 20)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 30)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: 50)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL PROPOSAL EVALUATION SCORE:</b> (maximum: 100)						
<i>Contract Administrator Signature, Printed Name &amp; Date:</i>						

**NO BID FORM**

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not exclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the bid process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Explanation:  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We do not sell the items/services on which Bids are requested.
- \_\_\_\_\_ 5. We wish to be removed from the Bidder's List.
- \_\_\_\_\_ 6. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME/ SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMAIL ADDRESS

**EQUAL OPPORTUNITY / NON-DISCRIMINATION**

The Hamilton County Department of Education is an equal opportunity affirmative action employer.

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](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](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

HAMILTON COUNTY DEPARTMENT OF EDUCATION

3074 Hickory Valley Road

Chattanooga, TN 37421

423-498-7030

February 14, 2020

SCHOOL NUTRITION PROGRAM

REQUEST FOR PROPOSAL

Build a steel reinforced/insulated floor for a Drive-in Freezer at the School Nutrition Warehouse

RFP File 20-38

**Checklist**

- Classification Pg. 4
- Bid Properly Signed/Dated Pg. 21
- Certificate of Compliance Pg. 21
- Certification- Debarment Pg. 22
- Certification- Lobbying Pg. 23
- Non-Collusion Affidavit-signed & Notarized Pg. 25/26
- Certification of Compliance w/ TN Public Law 587 Pg. 29
- Drug Free Work Place Affidavit-signed & Notarized Pg. 28
- IRAN Act Pg. 30
- Proposal Statement of Assurances signed Pg. 36
- Technical Proposal Pg. 37/38/39
- Cost Proposal Pg. 40
- Addendum to Agreement Signed Pg. 31
- W-9 Pg. 33