

INVITATION TO BID/TERM CONTRACT #0202200012(CA)

CONTRACT PERIOD EFFECTIVE: JULY 1ST 2021 THROUGH JUNE 30TH 2022

COMMODITY/SERVICE DESCRIPTION: **DISHMACHINE & PAPER PRODUCT SUPPLIES**

BID OPENING DAY/TIME: **JUNE 9, 2021 (2:00pm)**

SULLIVAN COUNTY USER DEPARTMENT(S): **SCHOOL NUTRITION**

EACH ITB/TERM CONTRACT RESPONSE MUST BE RETURNED IN A SEALED ENVELOPE VIA MAIL, COURIER OR IN PERSON. PHONE, FAX OR ELECTRONIC RESPONSES ARE NOT ACCEPTABLE! RESPONSES WILL BE ACCEPTED BY THE PURCHASING AGENT ONLY UNTIL THE DAY/TIME DESIGNATED ABOVE, AT WHICH TIME THEY WILL BE PUBLICLY OPENED. RESPONSES MUST CLEARLY IDENTIFY THE ITB/TERM CONTRACT NUMBER ON THE OUTSIDE OF THE ENVELOPE, BE PRESENTED IN ORIGINAL FORMAT, BE COMPLETED IN TOTALITY AND BEAR THE HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED COMPANY REPRESENTATIVE. FAILURE TO COMPLY WITH THE ITB PREREQUISITE WILL BE CAUSE TO DISQUALIFY SAME. LATE RESPONSES ARE NOT ACCEPTABLE!

SUBMISSION OF THIS TERM CONTRACT RESPONSE VERIFIES VENDOR'S ACCEPTANCE OF THE ITBs LANGUAGE, REQUIREMENTS AND THE GENERAL PROCUREMENT TERMS AND CONDITIONS FORM #GPTC1004-14.

NOTE: IF FORM #GPTC1004-14 IS OMITTED IN THIS ITB REQUEST, WE HAVE THE APPROPRIATE SIGNED DOCUMENTS FROM YOUR COMPANY (A DUPLICATE IS NOT NECESSARY UNLESS INFORMAITON HAS CHANGED SINCE LAST SUBMITTAL). IF FORM #GPTC1004-14 IS ENCLOSED WITH THIS ITB SOLICITATION, PLEASE SIGN AND RETURN THE APPROPRIATE PAGES WITH YOUR ITB REPNSE.

UNIT PRICES FOR GOODS/SERVICES SHALL BE QUOTED "NET 30 DAYS" AND SHALL INCLUDE ALL SHIPPING, HANDLING, FREIGHT AND/OR ANY OTHER COSTS ASSOCIATED TO EITHER DELIVERY TO SULLIVAN COUNTY LOCATION, PICKED UP AT VENDOR'S BUSINESS LOCATION AND/OR BOTH (AS DESIGNATED). ADDITIONAL DELIVERY, LOADING/UNLOADING CHARGES AND/OR ANY OTHER CHARGES/SURCHARGES WILL NOT BE AUTHORIZED DURING THE CONTRACT PERIOD, UNLESS WRITTEN PERMISSION IS GRANTED BY THE PURCHASING AGENT. AWARDS MAY BE DETERMINED PER UNIT (LINE ITEM) AND/OR AS A TOTAL (WHOLE) AWARD; WHICHEVER IS IN THE BEST INTEREST OF SULLIVAN COUNTY. PRICE INCREASES WILL NOT BE CONSIDERED UNTIL AFTER AUGUST 1ST 2021. IF AN ESCALATION CLAUSE IS TO BE CONSIDERED AFTER THAT DATE, VENDOR IS REQUIRED TO SUBMIT WRITTEN NOTIFICATION TO THE PURCHASING AGENT AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE EFFECTIVE DATE OF ANY PRICE INCREASE – NO EXCEPTIONS! APPROVAL OF ANY PRICE INCREASES WILL BE DEPENDENT UPON OPEN MARKET TRENDS. PURCHASING AGENT HAS THE RIGHT TO ACCEPT OR REJECT ANY PRICE INCREASES.

ARE PRICES SUBMITTED: FIRM SUBJECT TO CHANGE [Check appropriate space]

ALL ITEMS MUST BE READILY AVAILABLE FROM THE SUCCESSFUL VENDOR DURING THE ENTIRE TERM PERIOD.

INDICATE RESPONSE TIME: DELIVERED _____ DAYS ... PICKED UP _____ DAYS

THE ENCLOSED IRAN DIVESTMENT AFFIDAVIT MUST BE SIGNED AND RETURNED WITH BID PROPOSAL.

ALL GOODS PROVIDED TO SULLIVAN COUNTY SHALL BE FREE FROM DAMAGE/DEFECTS. GOODS DAMAGED IN TRANSIT BY COMMON CARRIER ARE THE SOLE RESPONSIBILITY OF THE VENDOR, INCLUDING ALL COMMUNICATIONS AND REPLACEMENT ARRANGEMENTS.

IF INFORMATION (SPECIFICATIONS, DATA SHEETS, ANALYSIS, DRAWINGS, ETC.) OR PRODUCT SAMPLES ARE REQUESTED IN THIS TERM CONTRACT PROPOSAL, RESPONDING VENDOR MUST ENCLOSE/SUPPLY SAME. FAILURE TO COMPLY WILL BE CAUSE TO DISQUALIFY THE VENDOR FROM AWARD CONSIDERATION.

THE SULLIVAN COUNTY PURCHASING AGENT HAS THE RIGHT TO ACCEPT, REJECT, AWARD OR CANCEL ANY/ALL QUOTES AND TO WAIVE ANY INFORMALITIES OR IRREGULARITIES, IF SAME IS DEEMED IN THE BEST INTEREST OF SULLIVAN COUNTY. SULLIVAN COUNTY DOES NOT OBLIGATE ITSELF TO ACCEPT THE LOWEST AND/OR ANY QUOTE OFFERED.

VENDOR: _____ REPRESENTATIVE: _____	
PHONE: _____ FAX: _____ E-MAIL: _____	PLEASE PRINT
SIGNATURE: _____ DATE: _____	

CONTRACT (TERM) COVER PAGE

**SULLIVAN COUNTY SCHOOLS SCHOOL NUTRITION PROGRAM
FOODSERVICE CHEMICAL & PAPER PRODUCT BID**

GENERAL

Attached are instructions and conditions for submitting a Foodservice Chemical & Paper Product Bid for Sullivan County Schools. The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability. This is a firm fixed price bid to be awarded by total bottom line based upon volume of usage as listed on bid request form.

BID PERIOD

The bid period begins *July 1, 2021* and ends *June 30, 2022*.

Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on/or before the date and time stated. Proposals may be mailed or hand delivered. Faxed or emailed bid documents will not be accepted.

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions
- Demonstrate successful past performance

A potential bidder may be rejected for one or more of the following reasons:

- Inadequate or unacceptable product lines
- Inadequate truck fleets/personnel to handle predicted volume of goods
- Documented unacceptable product

SERVICE SPECIFICATIONS

The successful vendor will:

- deliver cleaning chemicals, paper products and supplies on an "as needed basis" to the 15 School Nutrition kitchens indicated on the enclosed list. The Bid Response Form enclosed in this packet lists the desired products and acceptable pack sizes.
- provide dispensing equipment for detergents, rinse additives and paper products used in all requested locations.

- be responsible for installing the dispensing equipment in each kitchen.
- be responsible for any repairs/replacements/adjustments needed on the company's dispensing equipment within 24 hours or the next business day after receiving a request for service.
- All services shall be completed by a certified technician with proof of certification and liability insurance from the successful service provider.
- comply with Federal regulations requiring access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions, should any conflict arise.
- comply with Federal regulations requiring the retention of all required records for three years after grantees or sub grantees make final payments and any other pending matters are closed.
- be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- be in compliance with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- comply with the "Reauthorization Act of 2004" guidelines which include the education of staff personnel and enforcement of HACCP guidelines, as directed by the United States Department of Agriculture.
- not subcontract, transfer, or assign any portion of the awarded contract. Doing so shall result in dissolution of the contract.

BID AWARD

Bids are to be opened at 2:00 p.m., June 9, 2021. Only the bottom line will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

Sullivan County School Nutrition reserves the right to accept or reject any or all bids. All bidders will be notified in writing of the bid award within 5 days of bid opening.

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Kris Davis no later than 14 days after the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution are as follows:

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

BID RENEWAL

Sullivan County School Nutrition reserves the right to renew all aspects of the bid one year at a time for an additional four (4) years based on a firm fixed price. Sullivan County School Nutrition reserves the right to add/or delete products during the contract period. Pricing for added products will be based on a comparison of pricing offered by vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. Sullivan County School Nutrition will notify the contractor of their intention to renew this contract no later than May 1. A written response will be due from the contractor no later than June 1.

BID PREPARATION

Each bidder should bid on all items listed in the bid document. The total bottom line cost will be determined by multiplying each item bid price times the estimated usage figure. In the event a vendor fails to quote a price on an item, the highest price for that item from all bids received will be inserted to calculate the bottom line price. Sullivan County School Nutrition will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. Inclusion of items on bid does not guarantee purchase.

All columns of the bid document must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be

permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.

Mathematical calculations involving decimals must be carried to two (2) places.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall at once request clarification from Amber Anderson.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by **2:00 p.m., June 9, 2021**. Item cost must include delivery to schools.

The bid document and contract agreement be filled out and signed. All original forms must be signed by a person with authority to bind the bid. The Bid must be sealed in an envelope that is labeled according to the directions stated below.

Mark Bid:

BID: Dishmachine & Paper Product Supplies #_____ (CA)

The bid must then be mailed or delivered to the following address:

Mail Sealed Bid to: **Kristina Davis
Sullivan County Purchasing
3411 Highway 126, Suite 202
Blountville, TN 37617**

VENDOR PERFORMANCE

If the Vendor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Sullivan County School Nutrition may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse schools for excess costs incurred by such a purchase.

Reasons for product rejection may be any one of the following:

- Quality
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications
-

BREACH

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

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

SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

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

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School Systems determines that the Vendor has cured the breach, shall never be paid to the Vendor;
3. Set off against any other obligation the School Systems may owe to the Vendor any damages the School Systems suffers by reason of any event of breach;
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

CONTRACT TERMINATION FOR CAUSE

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

CONTRACT TERMINATION FOR CONVENIENCE

The School District may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System. The School System must give notice of termination to the Vendor at least 30 days prior to the effective date of termination. The Vendor 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 Vendor for compensation for any service which has not been rendered. Upon such termination, the Vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

RECORDS

All vendors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Vendors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Vendor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

REPORTS

Vendors shall be required to submit product usage reports as requested by the School Nutrition Program Supervisor.

Based on the request from a School Nutrition Program Supervisor, these reports shall be submitted for total quantity delivered either by school site or the combined district total.

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

- 1) No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- a. The employee, officer or agent
 - b. Any member of the immediate family
 - c. His or her partner
 - d. An organization which employs or is about to employ one of the above.
- 2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
 - 3) Penalties for violation of the code of conduct of named School Nutrition Program should be:
 - a. Reprimand by Board of Education;
 - b. Dismissal by Board of Education;
 - c. Any legal action necessary.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (800) 795-3272 or 202-720-6382(TTY). USDA is an equal opportunity provider and employer.

NOTE: Responses to the following are mandatory. Please attach the following items to your completed proposal form:

- _____ Copy of Insurance/Workers Compensation certificate
- _____ Originals of Proposal Form (including cost schedule)
- _____ Completed Drug Free Workplace Certification Form (attached)
- _____ Background Affidavit
- _____ IRAN Divestment

DISHMACHINE / CHEMICAL / PAPER PRODUCT

SULLIVAN COUNTY SCHOOL CAFETERIAS

RFP # 0202200012

DATE TO BE OPENED: JUNE 9, 2021 @ 2:00PM

ITEM #	ITEM	DESCRIPTION	BRAND / ITEM #	UNIT OF MEASURE	PRICE
1	BIO BASED FLOOR CLEANER	FLOOR CLEANER ANTI-SLIP DEODORIZER CONCENTRATE (GALLON)			
2	BLEACH	BLEACH (GALLON)			
3	COLOR SAFE BLEACH	COLOR SAFE BLEACH (GALLON)			
4	DEGREASER	NON-BUTYL DEGREASER (GALLON)			
5	DEGREASER	OVEN & GRILL CLEANER READY-TO-USE POWER DEGREASER (GALLON)			
6	DELIMER & DESCALER	DESCALER & DELIMER (GALLON)			
7	DETERGENT - GREEN POT & PAN	PREMIUM HD GREEN POT & PAN DETERGENT (5 GALLON)			
8	DETERGENT - DISH POWDER	PREMIUM POWDER DISH DETERGENT (9 LB JUGS)			
9	DETERGENT - LAUNDRY POWDER	POWDER ENZYME LAUNDRY DETERGENT & PRE-SOAK CONCENTRATE (25LB BOX)			
10	DISINFECTANT	NEUTRAL LEMON DISINFECTING CLEANER CONCENTRATE (GALLON)			
11	DRYING AGENT	NO SPOTS RINSE ADDITIVE CONCENTRATE DRYING AGENT (5 GALLON)			
12	DRYING AGENT	NO SPOTS RINSE ADDITIVE CONCENTRATE DRYING AGENT (1 GALLON)			
13	GLASS CLEANER	GLASS CLEANER READY-TO-USE (QUART)			
14	HARD SURFACE / SINK CLEANER	SANITIZER CONCENTRATE LAUNDRY & KITCHEN HARD SURFACE / SINK (GALLON)			
15	ICE MAKER CLEANER	ICE MAKER CLEANER (16 oz can)			
16	SANITIZER TEST STRIPS	SANITIZER TEST STRIPS READY-TO-USE (ROLL)			
17	STAINLESS STEEL CLEANER	OIL BASED STAINLESS STEEL CLEANER READY-TO-USE - (16OZ CONCENTRATE)			
18	TILE CLEANER	CONCENTRATED QUARRY TILE CLEANER ALKALINE TILE CLEANER CONCENTRATE (GALLON)			
19	WATER SOFTENER	SALT PELLET WATER SOFTENER DIAMOND (50LB BAG)			

DISHMACHINE / CHEMICAL / PAPER PRODUCT

SULLIVAN COUNTY SCHOOL CAFETERIAS

RFP # 0202200012

DATE TO BE OPENED: JUNE 9, 2021 @ 2:00PM

ITEM #	ITEM	DESCRIPTION	BRAND / ITEM #	UNIT OF MEASURE	PRICE
20	HAND SOAP	AFIS OCEAN MIST FOAMING HAND SOAP 1000ML - (CASE)			
21	SOAP DISPENSER	SOAP DISPENSERS AFIA FOAM SOAP BLACK PUSH STYLE (EA)			
22	PAPER TOWELS	PAPER TOWEL HAND 7.9" x 800' - HARDWOUND BROWN - (ROLLS)			
23	PAPER TOWEL DISPENSER	DISPENSER HAND TOWEL MECHANICAL HANDS FREE 8" (EA)			
24	TOILET PAPER	TISSUE BATH 9" JR JUMBO 2 PLY 3.6" x 1000' (ROLLS / BOX)			
25	TOILET PAPER DISPENSER	DISPENSER BATH TISSUE 9" SINGLE JR JUMBO SMOKE (EA)			

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

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: _____

"Exhibit B"
OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT

BACKGROUND CHECK COMPLIANCE FORM

Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the TBI and FBI for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the TBI and FBI.

TO BE COMPLETED BY RESPONDING CONTRACTOR

COMPANY or INDIVIDUALS (NAME) _____

ADDRESS _____

PHONE _____ FAX _____ LICENSE NUMBER/S _____

I agree to abide by Chapter 587 of 2007, as codified in Tennessee Code Annotated 49-5-413 and certify that I am authorized to sign. The undersigned further agrees if bid/contract is accepted, to furnish any/all Background Check Information on himself and all of his employees as required by law and/or at the request from the Office of the Sullivan County Purchasing Agent. I hereby agree to release all criminal history and other required information to Sullivan County, TBI and FBI in accordance with Tennessee law and further certify that all information supplied by me is true and accurate. I agree to release and hold harmless the above mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on all future employees associated with the performance of work defined in the bid/contract, pursuant to TCA and that neither I nor any employee of the Company is prohibited from direct contact with school children for the reasons enumerated in TCA 49-5-401 et seq.

SIGNATURE _____ TITLE _____

PRINTED NAME _____ DATE _____

TO BE COMPLETED BY NOTARY

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 for the purposes therein contained.

Witness my hand and seal at office this ____ day of _____, 20__.

Notary Public

My commission expires: _____

IRAN DIVESTMENT ACT AFFIDAVIT

As per Tennessee Code Annotated, Title 12, and effective July 1, 2016:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, 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 §12-12-106.

Signature

Date