



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

MAIL DATE: 7/21/2014

**Healthy Vending Products & Services**

Sealed bids must be received by: **8/14/2014 at 10:00 AM**

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

**THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1277 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."**

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

For assistance with technical / product information contact Dawn Callas, Coordinator, School Health Services at (615)382-0132. For assistance with bid procedures contact Cheryl Moon, Robertson County Finance Office at (615) 384-0202 or by email: [cherylrcf@comcast.net](mailto:cherylrcf@comcast.net).

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

# REQUEST FOR PROPOSALS

## Healthy Vending Products and Services

### FOR ROBERTSON COUNTY SCHOOLS SPRINGFIELD, TENNESSEE

#### NOTICE TO PROPOSERS

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There may be one or more amendments to this proposal solicitation, If your company desires to receive copies or notices of any such amendments, you ***must*** provide a notice including Company Name, Contact Name, Phone Number, Fax Number, Contact Email to Dawn Callas via fax at (615) 384-0132 or by email at [dawn.callas@rcstn.net](mailto:dawn.callas@rcstn.net). **Copies of amendments (if any) will only be sent to companies requesting the information by timely e-mail or fax.**

# Request for Proposals

## Contract to Provide Healthy Vending Machines for Robertson County School System

### 1. INTRODUCTION/OVERVIEW

#### A. Purpose/Objective

Robertson County Schools is soliciting proposals from interested and qualified healthy vending machine vendors to provide healthy vending machines and merchandise for Robertson County Schools, including vending machines, snacks, drinks, implementation services and technical support, or any combination of the above.

The purpose of healthy vending machines is to support the school and central office in meeting the guidelines as required by the Healthy, Hunger-Free Kids Act of 2010. Functions that are needed from the beginning are:

- Ability to provide healthy vending machines to eight middle and high schools
- Ability to stock machines with snacks and beverages that meet all federal guidelines
- Ability to service and maintain machines at each location in a timely manner
- Ability to enter into a profit sharing contract to benefit vendor and individual schools

#### B. Inquires

Direct all questions related to the RFP to Dawn Callas, Coordinator of School Health Services, with Robertson County Schools. Include the page and paragraph number reference that applies to each question. Proposers must clearly understand that the only official answer or position of the school system will be the one stated in writing.

#### C. Selection Criteria, Rights of Rejection

Robertson County Schools is using the Competitive Sealed Proposals methods of source selection for this procurement. By School Board policy, the Robertson County School District, reserves the right to reject, in full or in part, any or all proposals. Selection criteria are not limited to proposed costs. Additional factors, including, but not limited to, vendor responsibility, reputation, quality of service, quality of product, customer

services, reports provided and quality of interface with users and with existing or imminent systems, processes and organization may be included as determining factors. The school system may enter into discussions with any responsible proposer for clarification or better understanding of proposal requirements or submissions. Vendor responsibility is determined by our assessment of the following characteristics:

- An understanding of the school system's needs, preferences and proposed approach regarding this proposal.
- Proposer's capacities – skill, needed license, ability, and financial resources to provide the products and services indicated for the duration of the contract and beyond.
- Proposer's capacity to manage the RFP, supply responses, and work with the school system to provide requested or contracted information, products, or services in a timely manner.
- Integrity, reputation, efficiency and experience of the proposer.
- Quality of proposer's products and services provided to similar institutions.
- Reasonableness of system features, initial and continuing costs, and expectations.

Any proposal that does not meet the requirements outlined in this RFP may be disqualified. The school system reserves the right to waive variances in technical proposals provided such actions are in the best interests of the school system. Such a waiver does not release the proposer from otherwise meeting the requirements of the RFP. The Robertson County School District reserves the right to accept or reject any or all bids.

#### **D. Product Demonstrations**

While the school system is open to onsite demonstrations of the products and services of prospective, responsible bidders prior to or during the proposal evaluation period, we reserve the right to schedule such visits at our discretion and convenience. Such a demonstration is not a requirement for consideration or selection of vendor.

#### **E. Projected Timetable**

The timetable included in the invitation to bid must be used. Robertson County Schools reserves the right to adjust this timetable as required during the course of the RFP process.

#### **F. Errors and Ambiguities in the RFP**

It is the responsibility of proposers to identify and inform the school system of any discrepancies, errors, omissions, or ambiguities that hinder the clear understanding of specifications and the effective communication of the proposal. Any such issues discovered should be immediately made known the Coordinator of School Health Services (contact information on page 1). Significant corrections, if necessary, will be made and notice of such will be provided to all parties who have given notice as required on page 1.

#### **G. Delivery of Proposals**

The modes and methods specified in the invitation to bid must be used.

#### **H. Contract Duration**

It is the intent of Robertson County Schools to enter into an initial contract periods of one year with four (4) one year extensions with each consecutive extension being (1) contingent on the availability of future appropriations, and (b) retain the option for continued one year renewals based upon continuing evaluation, cost analysis, and mutual agreements between the school system and the vendor. Updates to services and products should be included at no additional charge for at least five (5) years from the date of implementation of the system. Replacement hardware, technical assistance, training, support, etc. may also be requested. The school system may survey the market for costs of comparable products, services, support and other associated costs before renewing.

#### **I. Warranties, Governing Regulations, Support**

Upon contract initiation, selected vendor agrees to warrant that all goods and services delivered will abide by agreed upon specifications and be free from inadequate support or defects in workmanship and materials. Each proposing vendor's warranty statement must accompany the response to the RFP. The warranty period is to begin on the date of installation and Robertson County Schools' acceptance at the user location.

Proposer shall provide, as part of their bid, the cost and specific details of extended maintenance agreements. Costs for upgrades or enhancements to the vending machine, if not included as part of the product maintenance agreement, shall be listed separately.

The Proposer shall provide a Toll-Free System Support Help Desk who will respond to issues or problems. Hours of availability of the Help Desk should be stated in the proposal. The proposal should describe the Proposer's ability to provide remote support and specify the associated technical requirements.

The proposal contents, and any resulting contract, will be governed by Tennessee State and Federal laws and regulations. Any portion of the proposed or contracted goods or services found to be in conflict with such will be grounds for termination of that portion.

Vendor is assumed to be familiar and compliant with all federal and state laws, statutes, and regulations affecting the services and goods provided.

#### **J. Training Requirements**

Proposer shall provide system training for the vending products at specified Robertson County Schools. Proposer shall include all training costs (e.g., travel, per-diem, and training materials expense) in the proposed vending cost.

The scope of the system training is to include any and all functions needed for system operation of the vending products. System training shall be provided as soon as possible after machines arrive on site consistent with Proposer's and Robertson School personnel schedules and availability.

Training is to be done by qualified instruction(s) and shall provide for a predominantly "hands-on" type of instruction. Copies of comprehensive reference materials and/or operation manuals shall be provided by the Proposer. Proposer agrees that the District may use such documentation to create user manuals for use by District employees.

#### **K. Billing Schedules, Tax Exempt Status**

Any Contract, if awarded, shall be entered into only by issuance of an authorized purchase order accompanied by a letter of award notification. After the contract objectives of installation, training, and initialization of active vending have been met, verified and approved by Coordinated School Health Coordinator, any necessary payments shall be made within thirty (30) days of approved invoice submission. No partial payments shall be made. The Robertson County School District is a tax-exempt organization. A State of Tennessee Certificate of Government Exemption shall be provided upon request.

#### **L. Code of Conduct**

No person officially connected with or employed by the school system will be an agent for, or have any financial compensation or reward of any kind from any vendor for the sale of supplies, materials, equipment, or service.

#### **M. Proposal of Additional Services**

If vendor indicates an offer of goods and/or services in addition to those requested, such services may be added to the contract prior to signing at the sole discretion of the school system. Costs for such offers shall be included in the proposal to ensure fairness of evaluation.

#### **N. Insurance and Licensure**

The apparent successful proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. The school system may require the same to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide requested proof, in a form acceptable to the school system, shall be grounds for disqualification of proposal and termination of contract negotiations.

The school system may require any or all proposers to provide evidence of all necessary, applicable business or professional licenses.

#### **O. Non-Discrimination Statement**

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send you completed compliant form or letter to us at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). Individuals who are deaf, hard of hearing or have speech

disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

**P. Regulation Compliance**

- All contracts awarded in excess of \$10,000 by grantees and their Proposers 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 Ste Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- Positive efforts will be made to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.
- A Debarment/Suspension Certificate must be signed for all contracts over \$25,000.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulation.
- Vendor Performance – If a product is not as specified, the following termination procedures and the basis for any settlement for all procurement over \$10,000.00 will take place:
  - All items will be inspected upon arrival at the school. If any articles are found to be defective or otherwise not in conformity with the specification, the System shall have the right to reject items. It will be the responsibility of the vendor to defray any cost involved in the delivery and return of rejected articles.
  - Failure to deliver within the time specified, or within a reasonable time, or failure to make replacements of a rejected them immediately will constitute authority to purchase on the open market to replace the item rejected or not delivered. On all such purchases the Proposer agrees promptly to reimburse schools for excess costs caused by such purchase. The vendor shall not be entitled to complain that the substitute product could have been purchased at a lower price.



- The Proposer shall not assign, sell or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of Robertson County Schools. Any attempted assignment or sale of the contract without said consent shall be void and of no effect.

Any one or a combination of penalties for failure to perform listed as follows may be used:

- Cost adjustment
- Termination of contract
- Non-renewal of contract
- Suspension of submitting proposals for at least one year
- Legal action and civil penalties
- Criminal action

- Contract terms must comply with the standards established in USDA regulations, 3016.34 and 3019.36 concerning USDA rights to copyrighted materials, patent rights, rights in data and contract responsibility to report discoveries and invitations are required.
- Termination of Contract – Failure on the part of the Proposer to comply with the provisions of this contract may result in contract termination. If contract is to be terminated, the procedure outlined below shall be followed:

Step 1: Issue warning letter and outline violation and length of time to correct problem.

Step 2: Issue letter of intent to cancel contract, if problem is not resolved by given date.

Step 3: Issue letter to cancel contract.

- All contracts over \$100,000 will require compliance with the Clean Air Act issued under Section 306. Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- A Certificate of Lobbying must be signed for all contracts over \$100,000.

#### **Q. Records**

All Proposers are required to retain all records relative to this agreement for the duration of contract and up to three (3) years after contract completion and all other

pending matters are closed. Proposers must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General shall have full access to, and the right to review any books, documents, papers, and records of the Proposer 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.

## **BACKGROUND INFORMATION AND NEEDS OF SYSTEM**

Robertson County Schools is a public school system located in a growing county in the middle of Tennessee. We are a K-12 school district with more than 11,400 students enrolled for the 2013-2014 school year. There are currently nineteen (19) school sites, eight (8) of which we are seeking to implement healthy vending products and services (see Exhibit A for school specific information).

The Coordinated School Health oversees the compliance of 19 schools to our district's Wellness Policy and the guidelines set forth by the State of Tennessee's Coordinated School Health Grant.

Effective July 1, 2014, the USDA passed rules for competitive foods called, "Smart Snacks In Schools". "Competitive foods" are snacks and beverages that are sold outside of the school lunch program therefore causing them to "compete" with breakfast and lunch for student spending. Smart Snacks In School set limits on what can be sold in school vending machines, a la carte lunch lines, in student stores and fundraisers. There are two components for snacks – one is a restriction on the ingredients of the snacks; the other component sets specific limits on calories, sugar, fat, and sodium. Schools must comply with these new rules by July 1<sup>st</sup> of this year. If we do not comply, a monetary fine may be imposed against any school or school food authority failing to comply with program regulations. It is important to note that these regulations only apply to those items being sold to students during the school day (midnight till 30 minutes after the final school bell rings). Please see Exhibit B for specific snack guidelines and Exhibit C for beverage guidelines.

## **INSTRUCTIONS FOR PROPOSAL**

### **A. Compliance with the RFP**

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification. By signing its proposal, Proposer acknowledges that it has read and understands the requirements for the proposal.

## **B. Proposal Preparation Costs**

The school system will not be liable in any way for costs incurred by any vendor for preparation of proposals, communication, travel and associated expenses, and/or demonstration.

## **C. Rejection of Proposals**

Robertson County Schools reserves the right to accept or reject in whole or in part any or all proposals submitted. Robertson County Schools may reject the proposal of any Proposer that is determined to be non-responsive. The unreasonable failure of an Proposer to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

## **D. Acceptance of Proposals**

Robertson County Schools shall accept all proposals that are submitted properly. However, Robertson County Schools reserves the right to request clarifications or corrections to proposal.

## **E. Requests for Clarification of Proposals**

Requests by Robertson County Schools for clarification of proposals shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost proposal.

## **F. Response Format**

Electronically submitted proposals will not be accepted. Proposers must **submit one (1) original**, and **two (2) copies** of the proposal response. In addition, an electronic copy of the Proposal may be provided. Proposals must be accompanied by all required documents. **The items listed below shall be submitted with each proposal and shall be submitted in the order shown. Each section shall be clearly labeled, with pages numbered (where possible).** Failure by a Proposer to include all listed items may result in the rejection of its proposal.

### **1. Cover Page**

A cover page that contains the name of the proposer, at a minimum, should be the first sheet of the proposal. A table of contents may be provided, but is not required.

## **2. Executive Summary**

Provide a description (overview) of your firm's proposal to meet the requirements of the RFP. Limit the summary to two (2) single-spaced typewritten pages.

## **3. Proposer's Qualifications**

Provide information pertaining to your company's abilities and capabilities to successfully provide the healthy vending products and implementation services required by Robertson County Schools. Responses should specifically address:

- When was the company founded?
- How long has your company been involved in the sale and support of healthy vending products to school systems?
- Is your company the owner of the healthy vending products or a dealer for the products?
- What is the full nature of your business, and approximately what percentages of your revenues are derived from school healthy vending products and support?
- How many school districts in Tennessee currently use your healthy vending products? Please provide a list.
- How many employees does your company have in the following areas?
  - Technical Support and Training
  - Administration/Management
  - Customer Service
- Please list cities and states where your company maintains offices that would service our school system.
- What background checks are run on your employees? Are all employees checked?
- Has your company or product ever changed ownership? If so, please provide dates and company names related to such changes.
- Do you have a Robertson County Business License? If so, please provide a copy.

## **4. Client References for Similar Work Performed**

Each responsible proposer must provide at least three references, indication sites, comparable to ours and in as close proximity, as possible, at which the proposed system (list modules) has recently been implemented. Include the following information about each reference:

- District Name

- Location of district
- Modules implemented
- Name of individual we may contact for information
- Contact information for individual (i.e., phone, email, etc.)

At our discretion and convenience, representatives of the school system may contact and/or visit sites of vendor's implementations in order to evaluate the experiences of other utilizing the proposed system and being services by the proposing vendor. The school system may also contact other school systems, not given as official references, where the proposers' healthy vending products, etc. has been implemented.

Reference information must be provided. Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal.

## **5. Implementation Plan and Project Staffing**

Describe in detail how the healthy vending products will be implemented. Include:

- Full rollout will begin as soon as contract is awarded for the 2014-2015 school year. If your company is selected, do you foresee any problems with this plan and implementation schedule?
- A project plan identifying all implementation task to be performed, timetables/time lines, and project milestones.
- A project organization chart and documentation clearly defining all roles and responsibilities of all vendor staff as well as roles, responsibilities, and expectations of Robertson County School staff. Include at a minimum:
  - Training for District employees. Address all items under the training section on pages 5 and 6 of the RFP.
  - Assisting in live roll-out with the new system.

## **6. General and Technical Specifications**

Please provide a general description and technical information about the proposed healthy vending machines, products, and services. Include references to:

- Types of payment accepted (eg., bills, change, credit, etc.)
- Accurate change required
- Type of electrical outlet and voltage required
- Energy Star Rating

- Spoilage – how are those items recognized, who is responsible if an item is sold
- Internet requirements if applicable
- Ability to automate timed vending to ensure compliance with competitive food requirements
- Refrigeration capabilities
- Intranet-based elements (if applicable)
- Product and monetary security
- Average price of individual products
- Machine capacity and variety of products
- Food allergy notification for products with common stimulates

## **7. Cost to Robertson County Schools**

Please itemize the proposed costs of each component of your offered products and services. These requested products and services should include all healthy vending products, upgrades, technical services, training, and support related to point of service. Any costs for additional products and/or services offered must be clearly indicated.

The following information should be included in the cost proposal:

- Item or service
- Is item or service required or optional for operation system?
- Unit cost
- Number needed for proposed configuration
- Total cost
- Machine malfunction liability cost

Please indicate estimated costs, if any, for acquiring updated versions of the healthy vending products. Please indicate if support costs are different for different years of the contract. All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for a minimum of three (3) months after the due date for proposals.

## **8. Profit to Robertson County Schools**

Describe in detail how the healthy vending profits will be shared. The following information should be included in the profit proposal:

- What percentage of sales is given to each school?
- Is profit percentage based on net or gross sales?
- How often are profits distributed to each site?

- Are profits distributed to the individual healthy vending sites or to the district?
- Is the profit percentage fixed or variable? If variable, what is the fluctuation based upon?

#### **9. Acceptance of Conditions**

Indicate any expectations to the general terms and conditions of the RFP and other requirements listed in the RFP. Exceptions will be considered, however, no acceptance of proposed exceptions is guaranteed.

If the awarded Proposer fails to sign and return the contract within 14 days of its delivery, Robertson County Schools may, at its sole discretion, cancel the award and begin contract negotiations with the next best-evaluated Proposer.

#### **10. Vendor Standard License and Maintenance Agreements**

Include a copy of Proposer's standard license agreement, maintenance agreement, and any other agreements related to the proposed healthy vending products and services. Vendor standard agreements will be considered; however, no acceptance of proposed agreements is guaranteed.

## **2. EVALUATION OF PROPOSALS**

### **A. Purpose**

The purpose of the evaluation is to assess the relative merits of the proposals submitted and to make an award, if possible, to the responsible Proposer whose proposal is determined to be the most advantageous to Robertson County Schools taking into consideration the evaluation factors set forth below.

### **B. Proposal Evaluation Panel and Evaluation Factors**

The Robertson County Coordinated School Health Department will appoint an Evaluation Committee to evaluate the proposals. Membership on the Committee may include both Robertson County employees and other individuals whose knowledge, experience and perspective contribute to the work of the Committee. Other Robertson County personnel and consultants to Robertson County may also review the proposals and make recommendations to the Committee, but will not vote on contract award.

The factors to be considered in the evaluation of proposals are listed below. While Robertson County considers all these items to be of importance, they are ranked in descending order of importance.

- i. 50% - Total Solution Cost and Percentage of Profit Sharing – Initial cost of healthy vending products and services, training and implementation cost, on-going support cost, cost of updates, amount of percentage of profits shared with each school respectively, etc.
- ii. 25% - System Requirements including consideration of wishes and specific needs of Robertson County schools, ease of machine usage and troubleshooting, warranty and support, reports available to school personnel
- iii. 25% - Proposer Qualifications including, but not limited to implementation plan, references, experience in providing healthy vending products to those students in grades 6-12, preparations made to meet the guidelines set forth in the Healthy, Hunger-Free Act of 2010, and presentation of proposal

### **C. Acceptance of Proposals**

The Evaluation Committee shall accept all proposals that are submitted properly. However, it reserves the right to request clarifications or corrections to proposals. Acceptance of a proposal by Robertson County Schools or a submission of a proposal to the school district offers no rights upon the Proposer nor obligates Robertson County Schools in any manner.



#### **D. Rejection of Proposals and Disqualifications of Proposers**

The Evaluation Committee will first examine proposals to eliminate those that are clearly nonresponsive to the stated requirements. *Therefore, Proposers should exercise particular care in reviewing the Proposal Format required for the RFP.* Robertson County Schools reserves the right to accept or reject in whole or in part any or all proposals submitted. Reasons for which Proposers may be disqualified and their proposals not considered include:

1. The committee determines that the Proposer's proposal is not responsive.
2. The committee determines that the Proposer is not responsible, due to the unreasonable failure of the Proposer to promptly supply information in connection with a determination of responsibilities.
3. The Proposer fails to complete the proposal and contract documents in their entirety.
4. An individual, firm, partnership or corporation under the same or different names files more than one proposal.
5. Reasonable grounds exist for believing that any Proposer has a proprietary or pecuniary interest in more than one proposal, or that collusion exists among the Proposers.
6. Unbalancing of unit price proposal items is evident, in the opinion of the evaluation committee.
7. Proposer has defaulted on any previous performance contracts with any company, organization, or governmental unit within the past ten (10) years.
8. Proposer is or has been debarred.
9. The Proposal is not responsive to the RFP.

#### **E. Requests for Clarification Process**

If the Evaluation Committee requires any clarification of proposals, it shall submit a request for clarification in writing. These requests shall not alter the Proposer's pricing information contained in its cost proposal.

#### **F. Final Evaluation and Award**

The consensus of the Evaluation Committee may be that more than one Proposer shall be considered as finalists. At this point, the Committee may request presentations by Proposers and/or oral or written responses to requests for additional information. Following review of this information, Robertson County Schools may continue discussions with one or more Proposers for the purpose of discussing terms, conditions, functionality, etc. of the system. Robertson County Schools shall accord finalists fair and equal treatment with respect to any opportunity for discussion and revision of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. A best and final offer will then be requested from the proposers who the Evaluation Committee determines satisfy the needs of Robertson County Schools. Following receipt of best and final offers the Committee will recommend to the Robertson County School District that the contract will be awarded to the Proposer with the lowest or best final offer. Following approval written notice will be sent to the successful Proposer.

ROBERTSON COUNTY SCHOOL DISTRICT  
CONTRACT AGREEMENT & NON-COLLUSION AFFIDAVIT

This Contract Agreement has been completed and signed by a person with the authority to bind the proposal.

The vendor indicated below has verified, as evidenced by the authorized signature, that the contents of this RFP have been fully read and understood, and that the procedures for submittal of the proposal have been followed to the best of the vendor's ability.

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

**Date** \_\_\_\_\_ **Signature and Title (Owner or Executive)** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Product/Service Name or Trademark** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax Number** \_\_\_\_\_

**E-mail** \_\_\_\_\_

If someone else should be contacted for your company in the event of any questions or discussions regarding your response to this RFP, please attach that information to this page.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**LOWER TIER COVERED TRANSACTIONS**

**(Before completing certification, read instructions on reverse.)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any federal department or agency.
  
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Bid Number

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

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING LOBBYING**

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

Submission of this certification is prerequisite for taking 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 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 behalf, 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, and 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
FNS Grant/Cooperative Agreement

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

## **Certificate of Independent Price Determination**

A. By submission of this offer, the Proposer certifies and in case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:

1. The Prices in this offer have been arrived at independently, without consultation, communication, agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor,
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other Proposer or to any competitor,
3. No attempt has been made or will be made by the Proposer to induce any person of firm to submit or not to submit an offer for the purpose of restricting competition.

B. Each Person signing this offer certifies that:

1. He or she is the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered herein and that her or she has not participated, and will not participate, in any action contrary to (A)(3) above; or
2. He or she is not the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and will not participate in any action contrary to (A)(1) through (A)(3) above.

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Signature of Vendor's Authorized Representative

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Title

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Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agent have not taken any action which may have jeopardized the independence of the offer referred to above.

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Signature of Vendor's Authorized Representative

**Location & Enrollment Numbers**

| <b>Location Name</b>             | <b>Grades Housed</b>  | <b>Address</b>        | <b>City, State, Zip</b> | <b>Phone</b>   | <b>Enrollment Number</b> |
|----------------------------------|-----------------------|-----------------------|-------------------------|----------------|--------------------------|
| Coopertown Middle School         | 4th - 8th             | 3820 Highway 49 West  | Springfield, TN 37172   | (615) 382-4166 | 514                      |
| East Robertson High              | 6th - 8th, 9th - 12th | 158 Kilgore Trace     | Cross Plains, TN 37049  | (615) 654-2191 | 737                      |
| Greenbrier Middle School         | 6th - 8th             | 2450 Highway 41 South | Greenbrier, TN 37073    | (615) 643-7823 | 635                      |
| Greenbrier High School           | 9th - 12th            | 126 Cuniff Drive      | Greenbrier, TN 37073    | (615) 643-4526 | 817                      |
| Jo Byrns Midd/High School        | 6th - 8th; 9th - 12th | 7025 Highway 41 North | Cedar Hill, TN 37032    | (615) 696-2251 | 596                      |
| Springfield Middle School        | 6th - 8th             | 715 5th Avenue West   | Springfield, TN 37172   | (615) 384-4821 | 669                      |
| Springfield High School          | 9th - 12th            | 5240 Highway 76 East  | Springfield, TN 37172   | (615) 384-3516 | 1164                     |
| White House Heritage High School | 7th - 8th, 9th - 12th | 7744 Hwy 76 East      | White House, TN 37188   | (615) 672-0311 | 969                      |