

OFFICE OF THE SULLIVAN COUNTY TN PURCHASING AGENT

3411 HIGHWAY 126, SUITE 201
BLOUNTVILLE, TN 37617-0569

PHONE 423/323-6400

FAX 423/323-7249

INVITATION TO QUOTE

CONTRACT PERIOD EFFECTIVE: JULY 1ST 2020 THROUGH JUNE 30TH 2021

Renewable in one (1) year increments for up to five (5) years

COMMODITY / SERVICE DESCRIPTION: **FIRE EXTINGUISHERS & PORTABLES**

SUBMIT QUOTE BY DAY / TIME: JUNE 29, 2020 AT 2:00pm

SULLIVAN COUNTY USER DEPARTMENT(S) – **VARIOUS**

SUBMIT RESPONSE TO: Alan Mahaffey
alan.mahaffey@sullivancountyttn.gov

EACH QUOTE/TERM CONTRACT RESPONSE MUST BE RETURNED IN VIA FAX, EMAIL, OR IN PERSON.
RESPONSES WILL BE ACCEPTED BY THE PURCHASING AGENT ONLY UNTIL THE DAY/TIME DESIGNATED ABOVE.

SUBMISSION OF THIS TERM CONTRACT RESPONSE VERIFIES VENDOR'S ACCEPTANCE OF THE QUOTE LANGUAGE, REQUIREMENTS AND THE GENERAL PROCUREMENT TERMS AND CONDITIONS FORM #GPTC1004-14. *NOTE: IF FORM #GPTC1004-14 IS OMITTED IN THIS QUOTE REQUEST, WE HAVE THE APPROPRIATE SIGNED DOCUMENTS FROM YOUR COMPANY. IF FORM #GPTC1004-14 IS ENCLOSED WITH THIS QUOTE SOLICITATION, PLEASE SIGN AND RETURN THE APPROPRIATE PAGES WITH YOUR QUOTE REPOSE.*

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 2020. 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 (Check appropriate box): **FIRM** **SUBJECT TO CHANGE**

ALL ITEMS MUST BE READILY AVAILABLE FROM THE SUCCESSFUL VENDOR DURING THE ENTIRE TERM PERIOD.
INDICATE RESPONSE TIME: DELIVERED _____ DAYS PICKED UP _____ DAYS

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.

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

DUE TO BEING ON SCHOOL PROPERTY, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO SUBMIT THE ENCLOSED BACKGROUND CHECK COMPLIANCE FORM BEFORE THE CONTRACT IS STARTED.

VENDOR: _____ REPRESENTATIVE: _____
PLEASE PRINT

PHONE: _____ FAX: _____ E-MAIL: _____

SIGNATURE: _____ DATE: _____

Instructions

GENERAL REQUIREMENTS: The contractor is required to furnish all labor, materials, tools and equipment in performing all operations in connection with the annual inspections, hydrostatic testing, maintenance, recharging and repairs to all County owned fire extinguishers at the various locations listed. All contractors shall be licensed in the State of Tennessee.

Safety Data Sheets

The Contractor is required to furnish safety data sheets (SDS), or manufacturers' equivalent information sheets, on the products and/or chemicals used in performing the services specified in this ITQ.

These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture (down to 0.1%), the chemical abstract services numbers for those substances listed with any potentially hazardous products which may give off gas during or following application. Failure to do so may constitute reason for termination of the contract.

Annual contract for fire extinguisher maintenance at various County locations as per attached.

Vendor is required to inspect extinguishers at various County locations annually. All repairs, service, testing, and certification shall be accomplished in a professional, workman like manner, in strict accordance with specifications and subject to the Terms and Conditions of the contract, Manufacturer's recommended procedures, applicable State codes, (Standard) Portable Fire Extinguishers, NFPA-10, 2010 edition, Standard for Ventilation & Fire Protection of Commercial Cooking Operations, NFPA 96, 2008 edition, Dry Chemical Extinguishing Systems, NFPA 17 2009 edition, Wet Chemical Extinguishing Systems, NFPA 17A 2009 edition, and applicable TOSHA regulations.

All repairs shall be **pre-approved** by the designated contact person.

The successful contractor shall be responsible for providing replacement extinguishers of equal size and type, at each site, while authorized repairs are completed at no additional charge or rental fees.

The successful contractor shall be responsible for providing each designated site contact person with the serial number of any fire extinguisher(s) removed from the site for repairs and/or any other reason. All fire extinguishers shall be returned to their proper location(s) prior to submission of invoice(s) for payment. Each site shall be invoiced separately. A report shall be provided to each location with a listing of fire extinguishers with serial numbers. The County prefers an online reporting system.

All repairs and replacement of authorized parts shall be new, and the installation shall be in accordance with the manufacturer's recommended procedures and the appropriate NFPA standard.

The contractor shall guarantee all material and workmanship for a period of one (1) year after acceptance by the County. Upon completion of repairs and testing, the equipment shall be tagged in accordance with the appropriate NFPA code.

The successful contractor is prohibited from disposing of any *Ozone Depleting Substances* by direct release into the atmosphere. The contractor shall employ *Recycling* and *Other Conservation* practices applicable to the State of Tennessee and the Federal Government to the utmost of their efficiency.

EXTINGUISHERS

The following list of extinguishers provides a fair representation used within most County buildings. All extinguishers shall meet (Standard) NFPA-10, applicable chapters.

- **Carbon Dioxide Extinguishers**
- **Dry Chemical Extinguishers**
- **ABC or Multi -Purpose**
- **Wet Chemical ("Kitchen Use" Class K)**

The quoted price per unit (extinguisher) shall include the installation of the proper HMIS Label, UN DOT Label, Collar Rings, Replacement of Tamper Seals and the Replacement of the Extinguisher Pull Pin, *if necessary*.

No additional charges for these items shall be allowed.

In addition, the quoted price for all Carbon Dioxide Extinguishers shall include a *conductivity Test* on all hose assemblies. If the hose assembly passes the *Conductivity Test*, a *Conductivity Label* shall be affixed to the hose as described in *NFPA-10*.

PARTS AND ACCESSORIES

Vendors are to provide pricing for parts and accessories, i.e. wall, vehicle mounting brackets, signage etc. This list is to be returned with the quote. Extinguishers, in or around structures, with a gross weight not exceeding 40 pounds shall be installed so that their tops are not more than 5 feet above the floor and not less than 4 inches of clearance from the floor.

ADDITIONAL COSTS

Bidders are to quote any additional costs they wish the County to consider. **Neither Service charges nor Fuel surcharges will not be allowed.**

Communication with Sullivan County

Questions are permitted and encouraged in order to clarify meanings and obtain the most accurate quotes. Questions must be submitted in writing, either via fax or e-mail.

Purchasing Dept: Alan Mahaffey, Assistant Purchasing Agent
Phone 423-323-6400, Fax 423-323-7249, email: alan.mahaffey@sullivancountyttn.gov

TERM OF CONTRACT:

The contract will be for a one year period from the date of the purchase order and may be renewed in one year increments for a period of up to five (5) years if all terms, conditions and prices remain the same and vendor performance has been satisfactory. The County reserves the right to extend the contract for additional years based on the above renewal conditions. Right is reserved to cancel the contract upon thirty (30) days notice following documented evidence of failure of the contractor to render satisfactory service. The right is reserved by the County to determine whether the service is satisfactory.

INSURANCE:

The successful Contractor shall provide proof of and shall at all times during the term hereof, maintain valid and in-force insurance policies and with coverage limits as set forth below:

- A. Worker's compensation and employer's liability insurance with statutory coverage limits for the protection of all of Contractor's employees, including, without limitation, executive, managerial and supervisory employees, whether or not engaged in the performance of the Work.
- B. Such policies of insurance for each motor vehicle to be used by the Contractor in the performance of the Work (the "Motor Vehicles"), with such policies of insurance for Contractor's Motor Vehicles to include no less than \$1,000,000 in liability coverage.
- C. A policy of general liability insurance covering loss resulting from the Contractor's direct and indirect activities hereunder (including those activities of any of its subcontractors), and covering property damage and injury to any person (including death) which or who might be damaged or injured as a result of, in conjunction with, or arising out of Contractor's performance of the Work. Bodily Injury Liability coverage (including death) and Property Damage Liability coverage shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate per jobsite, project or location. This coverage shall be primary and non-contributory.
- D. Coverage requirements shall be evidenced by one or more certificates of insurance naming Owner as an additional insured, which certificates or policy endorsements shall provide that the policies represented thereby may not be (i) canceled, (ii) allowed to expire, or (iii) altered with respect to the substantial terms thereof except upon thirty (30) days prior written notice to Owner. For purposes of this paragraph, "substantial terms" shall be deemed to include, but shall not be limited to the coverage limits and deductible of the applicable policy.
- E. Contractor shall deliver the certificate(s) of insurance concurrently with its execution hereof. Any breach of the insurance provisions of this Agreement shall be a material breach hereof, and entitle Owner, at its discretion, to the immediate termination of same, without compliance with any of the advance-notice requirements imposed elsewhere herein.

Primary Insurance and Waiver of Subrogation

Contractor (and its insurers) shall be primarily liable for the defense and payment of any claims as a result of, in conjunction with, or arising out of the performance of the Work. Contractor waives any and all its subrogation rights against Owner, and any and all of its insurers in any such claims.

INVOICING AND PAYMENT:

A County representative MUST sign a service ticket to authenticate that service was performed for that billing. A copy of this signed statement shall be included with each invoice.

Payments will be made by the County on a monthly basis. Billing for each department will be on a separate invoice. No statements will be used for remittance.

EVALUATION AND AWARD:

In addition to proposed contract costs, the County will consider vendor's past performance and established history of experience in this service area. References may be requested if service history is unknown.

The County prefers to award one contract to the lowest responsible and responsive vendor meeting or exceeding specifications for all locations; however, the County reserves the right to award on a group by group basis if its best interests are thereby served. In considering whether or not to award in the aggregate to one vendor or on a group by group basis, the County will consider administrative costs and other factors inherent in processing multiple contracts. The County reserves the right to award on either basis at its discretion.

ADDITIONAL LOCATIONS:

The County reserves the right to add and/or remove locations to this contract.

CONTRACTOR PERFORMANCE:

These specifications are not intended to be complete in every detail. Therefore, the Contractor is expected to perform all work in a professional workmanlike manner in accordance with all applicable County, State, and Federal codes and regulations.

ADDENDA:

Sullivan County shall not be responsible for any oral instructions made by any employee of the county or other person in regard to the quotation instructions, specifications, or contract documents. Any changes to the specifications will be in the form of an addendum which will be furnished to all vendors.

EQUAL OPPORTUNITY:

It is the policy of Sullivan County to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, bidders agree to comply with the same non-discrimination policy.

INDEMNIFICATION:

The vendor shall guarantee and certify by affixing his signature to the bid that if successful, he shall indemnify and defend the County against any and all claims or legal actions arising as a result of his performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractor's personnel, subcontractors, County employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the County, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

NON-COLLUSION:

Vendors, by submitting a signed proposal, certify that the enclosed proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United State Law.

DEFAULT:

In case of Contractor default, the County may, by written notice, cancel the contract and purchase from another source and may recover the excess costs by either invoice, deduction from outstanding balance due, collection against bid and/or performance bond, or a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the Contractor.

PRICE LIST:

Annual Service/Maintenance/Cleaning, Recharging and Testing

Line #	Description	Price
Carbon Dioxide Extinguishers (per unit)		
1	Annual Maintenance including conductivity testing	\$
2	Recharging, 10 lb.	\$
3	Recharging, 15 lb.	\$
4	Recharging, 20 lb.	\$
5	Hydrostatic testing, per unit	\$
Dry Chemical Extinguishers (per unit)		
6	Annual Maintenance including conductivity testing	\$
7	Recharging, 2.5 lb.	\$
8	Recharging, 5 lb.	\$
9	Recharging, 10 lb.	\$
10	Hydrostatic testing, per unit	\$
ABC Dry Chemical Extinguishers (per unit)		
11	Annual Maintenance including conductivity testing	\$
12	Recharging, 2.5 lb.	\$
13	Recharging, 5 lb.	\$
14	Recharging, 20 lb.	\$
15	Hydrostatic testing, per unit	\$
Wet Chemical (Kitchen Use-Class K) Extinguishers (per unit)		
16	Annual Maintenance including conductivity testing	\$
17	Recharging	\$
18	Hydrostatic testing, per unit	\$

19	Six (6) year maintenance, per unit	\$
20	New Extinguisher purchase, % discount	\$
21	Replacement Extinguishers, per unit	\$
22	Additional Parts, if needed, % discount	\$

The contact and address for the various locations to be serviced are on the following pages.

EXTINGUISHER SERVICE LOCATIONS

SCHOOLS – Contact – Sandy Nelson @ 354-1153 or 340-0792 (cell)

Schools – Countywide

Sullivan County Department of Ed (2nd Floor), 154 Blountville, TN 37617 Bypass, Blountville, TN 37617

Akard Service Center, 224 Mt. Area Drive, Bristol, TN 37620

Sullivan County School Maintenance, 259 Franklin Dr, Blountville, TN 37617

COUNTY BUILDINGS – Contact – Cindy Stewart @ 323-6405 or 341-6207 (cell)

Bristol Justice Center – 801 Anderson Street, Bristol, TN 37620

Public Defender's Office – (beside Health/Ed. Bldg.) 266 Blountville Bypass, Blountville, TN 37617,

Sullivan Co. Archives – 3425 Hwy 126, Blountville, TN 37617

Snow House (2 story white house beside of Archives) 3425 Hwy. 126, Blountville, TN 37617

Central Receiving – 3411 Hwy. 126, Blountville, TN 37617

Sullivan Co. Office – (corner across from Burger King) 3258 Hwy 126, Blountville, TN 37617

Sullivan Co. Courthouse – 3411 Hwy. 126, Blountville, TN 37617

Print Shop – 3411 Hwy. 126, Blountville, TN 37617

Blountville Justice Center – (beside Jail) 140 Blountville, Blountville, TN 37617

Sullivan Co. Maintenance – (behind Courthouse) 3419 Hwy 126, Blountville, TN 37617

Sullivan Co. Heritage Tourism Info Ctr, 1575 Hwy 394, Blountville, TN 37617 (beside County Maintenance)

Sullivan County Clerk, 408 Clay Street, Kingsport, TN 37660

Planning and Codes Bldg, 125 Anderson St., Blountville, TN 37617

Historic Buildings (must be accompanied by County Employee due to alarms):

Anderson Townhouse

Deery Inn

Rutledge House and Community Ctr (both in one bldg.)

LIBRARIES – Contact – Heather Duby @ 279-2714

Blountville, TN 37617 – 1655 Blountville, TN 37617 Blvd., Blountville, TN 37617

Bloomington – 3230 Van Horn St., Kingsport, TN 37660

Colonial Heights – 149 Pactolus Road, Kingsport, TN 37663

Sullivan Gardens – 104 Bluegrass Drive, Kingsport, TN 37660

Thomas Memorial – 481 Cedar St., Bluff City, TN 37618

SHERIFF AND JAIL – Contact – FRANK HORNE @ 279-7500 ext 237

Jail & Sheriff – 140 Blountville Bypass, Blountville, TN 37617, TN

Jail Extension – Emergency Road, Blountville, TN 37617, TN

HIGHWAY – Contact – JIM BELGERI @ 279-7530 (Katie Michaels, Sec.)

Blountville, TN 37617 – 147 County Hill Road, Blountville, TN 37617

Hickory Tree – 2028 Hickory Tree Road, Bluff City, TN 37618

Kingsport – 2250 Diana Road, Kingsport, TN 37660

EMS – Contact – JIM PERRY @ 323-6471

EMS – 3193 Hwy. 126, Blountville, TN 37617

HEALTH DEPT. – Contact – LISA DINGUS @ 279-2796

Blountville, TN 37617 location -154 Blountville Bypass, Blountville, TN 37617 (ground floor)

Kingsport – 1041 East Sullivan St, Kingsport, TN 37660

ANIMAL SHELTER – Contact – BRANDI PERKEY @ 612-6173

Blountville, TN 37617 – 380 Massengill Rd, Blountville, TN 37617

SCHOOLS

<u>ZONE</u>	<u>SCHOOL</u>	<u>PRINCIPAL</u>	<u>STREET</u>	<u>CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>PHONE</u>	<u>FAX</u>
CENTRAL	Central High School	Mark Foster	131 Shipley Ferry Road	Blountville	TN	37167	354-1200	354-1206
	Blountville Middle	Becky Olinger	1651 Blountville Blvd	Blountville	TN	37167	354-1600	354-1606
	Holston Middle / IA	Jonathan Fields	2348 Hwy 75	Blountville	TN	37167	354-1500	354-1505
	Blountville Elementary	Becky Olinger	155 School Avenue	Blountville	TN	37167	354-1650	354-1656
	Central Heights Elementary	Angela Baker	158 Central Heights Road	Blountville	TN	37167	354-1575	354-1581
	Holston Elementary	Lesley Fleenor	2348 Hwy 75	Blountville	TN	37167	354-1550	354-1555
	Indian Springs Elementary	Mark Pendleton	333 Hill Road	Kingsport	TN	37664	354-1685	354-1690
EAST	East High School	Andy Hare	4180 Weaver Pike	Bluff City	TN	37618	354-1900	354-1906
	East Middle School	Greg Stallcup	4500 Weaver Pike	Bluff City	TN	37618	354-1801	354-1818
	Mary Hughes	Randy Gentry	240 Austin Springs Road	Piney Flats	TN	37686	354-1835	354-1841
	Bluff City Elementary	Cathy Nester	282 J. Forrest Thomas Street	Bluff City	TN	37618	354-1825	354-1831
	Emmett Elementary	Michele Murray	753 Emmett Road	Bristol	TN	37620	354-1865	354-1871
NORTH	North High School	Josh Davis	2533 John B. Dennis	Kingsport	TN	37660	354-1400	354-1406
	North Middle	Josh Davis	2533 John B. Dennis	Kingsport	TN	37660	354-1750	354-1759
	Ketron Elementary	Sherry DeVault	3301 Bloomingdale Road	Kingsport	TN	37660	354-1710	354-1716
SOUTH	South High School	Josh Tate	1236 Moreland Drive	Kingsport	TN	37663	354-1300	354-1306
	Colonial Heights Middle	Bill Dunham	415 Lebanon Road	Kingsport	TN	37663	354-1360	354-1365
	Sullivan Gardens K-8	Jamie Whiting	209 Rosemont Street	Kingsport	TN	37660	354-1770	354-1775
	Miller Perry Elementary	Michael Wilson	904 Fordtown Road	Kingsport	TN	37663	354-1760	354-1766
	Rock Springs Elementary	Alesia Dinsmore	1238 Moreland Drive	Kingsport	TN	37663	354-1380	354-1389

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

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: _____