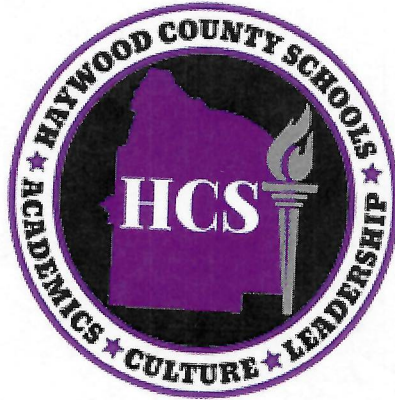


Invitation for Bid
Kitchen Pest Control Services



Haywood County Schools
Department of Nutrition

900 East Main Street

Brownsville, Tennessee 38012

Telephone # 731-772-9613 ext. 2490

E-mail: denita.baxter@hcsk12.net

This institution is an equal opportunity provider.

Proposal Scope

The Haywood County Schools Department of Nutrition wishes to request proposals for Pest Control Services for its kitchens at the following sites:

Anderson Early Childhood Center (AECC)

620 West Main Street
Brownsville, TN 38012
(731) 772-9053

Cafeteria Manager: Janie Hendrix

Haywood Elementary School (HES)

313 North Grand Avenue
Brownsville, TN 38012
(731) 772-0732

Cafeteria Manager: Felicia Jarrett

East Side Elementary School (ESES)

1315 Jefferson Street East
Brownsville, TN 38012
(731) 772-1233

Cafeteria Manager: Sharon Jarrett

Sunny Hill Intermediate School (SHIS)

2401 Anderson Avenue
Brownsville, TN 38012
(731) 772-3401

Cafeteria Manager: Leare Bond

Haywood Middle School (HMS)

1201 Haralson
Brownsville, TN 38012
(731) 772-3265

Cafeteria Manager: Brenda Parker

Haywood High School (HHS)

1175 East College Street
Brownsville, TN 38012
(731) 772-1845

Cafeteria Manager: Cynthia Turner

Interested parties may set up appointments to view and measure the kitchen at each school by contacting Denita Baxter at (731) 772-9613 or by email to denita.baxter@hcsk12.net.

Proposal packets are due July 26, 2024.

Please include **HCS Pest Control** as the reference.

Proposals may be hand delivered, mailed or emailed to:

Haywood County Schools

Department of Nutrition

900 East Main Street

Brownsville, Tennessee 38012

ATTN: Denita Baxter

denita.baxter@hcsk12.net

SPECIFICATIONS

1. All areas are to be treated for roaches, spiders, ants, flying insects, mice, and other pests, inside and outside of buildings.
2. All areas are to be treated on at least a monthly basis.
3. A schedule of treatment dates must be provided to the Director of Nutrition.
4. Regular pest control services shall be conducted Monday thru Friday between the hours of 1:30 p.m. and 3:00 p.m. Exceptions to this timeframe must be approved on a case-by-case basis. Service schedules will be altered to meet holiday and inclement weather schedules.
5. Callbacks may be necessary to maintain satisfactory results and will be made by the Director of Nutrition or the Nutrition Bookkeeper at no extra charge.
6. Materials/chemicals used must be low or no odor EPA, FDS, USDA AND OSHA approved and have an EPA license number. All chemicals used must be safe to use in or around kitchens where food is stored and prepared.
7. Transportation, handling and use of all materials/chemicals shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State and local laws and regulations. The Contractor shall take all necessary precautions to ensure student and staff safety, and all necessary steps to ensure containment of chemicals to the site of application.
8. Contractors shall use approved methods of extermination and materials must be non-flammable, non-injurious, and in compliance with Federal, State and EPA laws and regulations. Materials/chemicals must be specifically approved for the area in which they are used. All baits for rodents and other pests shall be in receptacles so that children cannot come in contact with the materials/chemicals.

- They shall be installed and maintained each month at exterior doors and others places as needed.
9. Vendor must furnish the Director of Nutrition a complete listing of Hazardous Chemicals used and applicable Material Safety Data Sheets (MSDSs).
 10. The service technician will report to the Cafeteria Manager upon arrival. When service is complete, the service technician will submit a service form for signature to the Cafeteria Manager for services completed. A copy of the form must be left with the Cafeteria Manager and must include location, date and time, specific problem areas and treatment performed.
 11. Evaluations will be made annually on service.
 12. Two references are requested if you have not worked for the Haywood County Schools Department of Nutrition previously.
 13. Vendors must have sufficient equipment and personnel to perform work in a timely manner.
 14. All vendors must provide proof of workers compensation insurance and liability insurance (\$1,000,000.00 minimum/\$2,000,000.00 aggregate) when submitting their bid.
 15. All vendors must show proof of commercial application license unless they are an Incorporated Pest Control Company.

Contract Length

The Haywood County Schools Department of Nutrition intends to enter into a contract with an effective period of *one year*. The contract will be awarded based on total bottom line pricing. This contract period may be renewed at one-year intervals for up to 2 additional years with price redetermination. Price redetermination is only allowed annually at the time of contract renewal. The Haywood County School Nutrition Program will request the vendor's price increases and decreases by June 15, 2025.

The percentage difference from the total bottom line of the original bid and total bottom line renewal price redetermination will be compared. If the bottom line bid pricing is not within the acceptable price range, the vendor will be asked to revisit the pricing. If the pricing requirements cannot be met, the HCS Department of Nutrition will rebid.

Invoices/Statements Required for Payment

Invoices or work tickets are to be left at each school for each visit to the site. This ticket shall document work performed. Statements may be sent to the Haywood County Schools Department of Nutrition. The mailing address is 900 East Main Street, Brownsville, Tennessee 38012. They may also be emailed to the Nutrition bookkeeper whose email address is Deborah.byrum@hcsk12.net.

No work is to be performed without a purchase order number being issued by the Department of Nutrition Bookkeeper.

General Terms and Conditions

1. It shall be the sole responsibility of the bidder to make certain that all proposals are in the proper form and submitted by 12:00 p.m., July 26, 2024 to the Haywood County Schools Board of Education, at the attention of Denita Baxter, Director of Nutrition, 900 East Main Street, Brownsville, Tennessee 38012 or emailed to denita.baxter@hcsk12.net. All bids should reference "HCS Pest Control" on envelope or in subject line.
2. Proposals will be opened on July 26, 2024. Consideration will be given to all proposals that are properly submitted. Proposals will be examined for compliance with the specifications and conditions outlined in this document.
3. The awarded vendor will be contacted no later than July 30, 2024. All other bidders will be notified in writing.
4. **BID DISPUTE**

If a prospective vendor does not agree with the bid award, the vendor has the right to protest. Disputes arising from the award of this bid must be submitted in writing to Deborah Byrum, Bookkeeper for Haywood County Schools' Department of Nutrition no later than ten calendar days following the bid award. Deborah Byrum will disclose the dispute to Mrs. Amie Marsh, superintendent of Haywood County Schools. The steps for dispute resolution are as follows:

 - a. A meeting with the director of school nutrition for Haywood County Schools, another representative from Haywood County Schools, the hearing official and representatives from the disputing party will be held to discuss and resolve the complaint and will be scheduled within fifteen days of the protest.
 - b. All purchases from awarded vendor will be put on hold until the resolution of the dispute.
 - c. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted to the protestor and all parties involved. The decision letter will be mailed to the protestor with proof of delivery required. The letter will advise the protestor that he/she has a right to an additional review. An additional request must be written and addressed to the district school board no later than ten days from proof of delivery.
5. **TERMINATION OF CONTRACT**
 - a. **For Cause**

If the contractor fails to properly preform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the Haywood County School District shall have the right to terminate the contract and withhold payment in excess of fair compensation for completed services. Vendors with poor performance will be notified at the time of such performance and be given the opportunity to correct the problems.

Documentation will be kept on file. Any vendor with poor performance will be removed from the potential vendor list for one year.

In the event the contract is terminated for due cause by Haywood County Schools, Haywood County Schools shall have the option of awarding the contract to the vendor with the second highest score or bidding again.

b. For Convenience

Haywood County Schools may, by written notice to the vendor, terminate the contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Haywood County Schools. Haywood County Schools must give notice of termination to the vendor at least five days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall Haywood County Schools be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

6. RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three years after final payment and all pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, the Government Accountability Office, The United States Department of Education's Office of Inspector General, and/or Comptroller General may have access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

7. REGULATION COMPLIANCE

- Executive Order 11246, "Equal Employment Opportunity". 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 in Department of Labor regulations (41 CFR, Part 60).
- Executive Order 11738, "Clean Air and Clean Water Acts". All contracts over \$100,000.00 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.

- (PL 94-163, 89 Statute 871) (PL94-165). 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.
- Small and Minority Owned Business: To encourage business activity and ensure maximum full and open competition, efforts are taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.
- CFR Part 3018, Restrictions on Lobbying. A Certificate of Lobbying form must be signed for all contracts over \$100,000.
- 7 CFR Part 3017, Suspension and Debarment. All contracts in excess of \$25,000.00 will require a completed Certificate for Debarment and Suspension.
- 7 CFR 3016.60, Drafting of Bid Specifications: Any person that develops or drafts specifications, requirements, statements of work, invitations for bid, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under school nutrition programs must be excluded from competing for such procurements.
- 7 CFR 3016.4(b), 3016.36(c) (2), Local Geographical Preferences: Local geographical preferences shall be prohibited as specified in 7CFR Part 3016, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

8. CODE OF CONDUCT

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

1. No employee, officer or agent of Haywood County 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:

- The employee, officer or agent
- Any member of the immediate family
- His or her partner
- 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 said named school nutrition program shall be:
 - Reprimand by Board of Education;
 - Dismissal by Board of Education;
 - Any legal action deemed necessary.

If you find discrepancies or omissions in this IFB or if the intended meaning of any part of this IFB is unclear or in doubt, send a request for clarification via e-mail to denita.baxter@hcsk12.net.

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(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

PR/Award Number or Project Name

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

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Civil Rights Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
Program.Intake@usda.gov

This institution is an equal opportunity provider.