Dickson County Schools

REQUEST FOR PROPOSALS

Custodial Services Contract

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Release Date: 11/4/2026 **Proposal Due Date: 12/10/2026**

Dickson County Schools

Custodial Services Contract

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Dickson County Schools

Custodial Services Contract

1. Nature of Proposal

Dickson County Schools is accepting sealed proposals for Custodial Services for the school district. The proposer shall submit sealed proposals using the attached forms included in this document. Sealed proposal envelopes must be marked, “Custodial Services Contract DO NOT OPEN". Proposers may include any related literature, brochures or written material in the proposal envelope.

Each interested Contractor shall be responsible for the review of information contained herein, other information which may be requested, site visitation as required, and other efforts as necessary for the submission of a comprehensive proposal which will represent the Contractor’s best offer as a supplier of custodial services for all buildings within Dickson County Schools.

Each proposal shall be complete, and it shall be outlined and identified by sections of this request to facilitate evaluation and to prevent evaluators from unnecessary search/arranging materials for evaluation purposes. In the preparation of each proposal, attention should be given to the criteria referenced herein which will be used for purposes of evaluation and award determination purposes.

Each proposal shall contain one (1) unbound or loose leaf original marked “MASTER” and two (2) individually bound exact copies.

“In this RFP, ‘District’ means the Dickson County Board of Education, doing business as Dickson County Schools. ‘Proposer’ means any entity submitting a proposal; ‘Contractor’ means the successful Proposer; ‘Representative’ has the meaning in Section 8.A.

2. Proposal Requirements

A. General

The Contractor shall furnish all management, supervision, cleaning personnel, equipment, cleaning supplies, tools, soaps, hand towels, toilet tissue, liners, and other materials as required for custodial services for all properties within Dickson County Schools.

B. Level of Cleanliness

It will be the responsibility of the Contractor to provide custodial services for the individual locations in keeping with high standards for an educational institution from the perspectives of sanitation, public relations, and protection of the physical facility. The Contractor shall work directly with the building's administration for a grading of cleaning service.

3. Scope of Work

A. In general, the overall requirement is to provide complete custodial services as required for Dickson County Schools which serve 9,000+ students and faculty from 6:00 a.m. to 9:00 p.m., Monday through Friday each week during the school year, with activities scheduled on nights and weekends year-round.

B. To the extent possible, additional detailed information shall be furnished to the Contractor upon request; however, through actual measurement, use of existing drawings and/or other means, it shall be the

responsibility of the Contractor to verify measurements as deemed applicable for the submission of a proposal.

4. Special Requirements for the Submission of a Proposal

A. Bid Bond

Each Proposer must submit with its proposal a Bid Bond issued by a surety company licensed to do business in the State of Tennessee and listed on the U.S. Department of the Treasury Circular 570, or a certified check made payable to Dickson County Schools, in an amount equal to five percent (5%) of the annual proposed contract value.

Failure to submit the required Bid Bond or certified check at the exact time of proposal submission shall result in the immediate rejection of the proposal as non-responsive.

All Bid Bonds and proposal securities submitted in response to this RFP shall automatically expire, terminate, and become null and void ninety (90) calendar days after the proposal due date, or upon the full execution of a contract between Dickson County Schools and the selected vendor, whichever occurs first.

No formal release documentation, written notice, or return of physical bond forms shall be required from Dickson County Schools to extinguish the liability of unsuccessful Proposers or their sureties past this date.

B. Qualifications

The Proposer must demonstrate relevant experience providing custodial services for facilities of comparable size and complexity. Experience providing custodial services for K–12 public schools is preferred and will be evaluated under the evaluation criteria. The Proposer shall provide at least three (3) references requested in this RFP.

C. Copies of Proposal

As previously stated, each proposal shall contain one (1) unbound or loose leaf original marked “MASTER” and two (2) individually bound exact copies.

Submit proposals in a sealed package marked as required in Section 13.

D. Format of Proposal

Each proposal shall be formatted identically to the outline of this request to facilitate evaluation with a minimum of effort and delay. Therefore, each proposal shall include information/materials that are clearly marked and separately segregated as required for easy and quick location and identification of that section of this request to which it pertains.

E. Transition and Implementation Plan

Each Proposer shall include a written transition and implementation plan describing how the Proposer will initiate custodial services across all District locations by the contract start date. The plan shall address, at a minimum:

- The proposed timeline and key steps for transitioning into the contract.
- Recruitment, hiring, assignment, and onboarding of custodial personnel.
- Training of personnel on cleaning procedures, equipment, supplies, safety requirements, and applicable District procedures.
- Assignment of supervisors and management personnel to District locations, including day-shift and night-shift coverage as applicable.
- Coordination with District administration and individual school or facility representatives before and during implementation.
- Plans to ensure continuity of custodial services and minimize disruption to school operations during the transition.

The transition and implementation plan will be evaluated as part of the Transition and Implementation Plan criterion in Section 5, Evaluation of Proposals, worth a maximum of five (5) points.

F. Acceptance/Rejection of Proposal

1. Dickson County Schools intends for the contract to be awarded to the qualified Contractor whose offer, conforming to the conditions and requirements requested, will be more advantageous to Dickson County Schools. The evaluation of criteria, cost, and other factors will be taken into consideration. Failure to comply with or omission of requested items may result in rejection of the proposal.
2. Dickson County Schools reserves the right to reject any or all offers and to waive informalities and minor irregularities in proposals received.
3. This Request for Proposal does not commit Dickson County Schools to contract for any services from this solicitation.
4. A written award or contract furnished to the successful proposer, within the time of acceptance specified in the offer, shall be deemed to result in a binding contract upon receipt of the Proposer's acceptance.

G. Firm Offer

By submission of a proposal, the Proposer agrees to a firm offer for ninety (90) calendar days from opening date.

H. Unit and Total Cost

The Proposer shall submit one uniform annual price-per-square-foot rate applicable to all facilities included in the base contract. The annual cost for each facility shall be calculated by multiplying the applicable square footage by the proposed annual rate per square foot. The monthly cost shall equal the annual cost divided by twelve (12). The total annual contract price shall equal the sum of the annual costs for all facilities, and the total monthly payment shall equal the total annual price divided by twelve

(12). The rate shall include all labor, supervision, equipment, supplies, consumables, and services required under this RFP. Any additional services shall be separately priced on the Proposal Form and may be performed only with the District's prior written authorization.

The awarded annual price-per-square-foot rate shall be the pricing basis available to eligible participating public agencies under the cooperative purchasing provision of this RFP. The rate shall include all labor, supervision, equipment, supplies, consumables, and other services included in the base custodial services contract. Participating agencies shall apply the awarded rate to the verified square footage of the facilities they elect to include, subject to the scope, service requirements, contract term, and other applicable terms and conditions of the awarded contract. Any additional services or charges must be priced and authorized in accordance with the contract.

The contract pricing shall be based on the Contractor’s proposed cost per square foot. In the event that facilities are added, removed, expanded, reduced, or otherwise modified during the term of the contract, the total contract amount shall be adjusted accordingly using the awarded per square foot rate.

Adjustments shall be prorated based on the effective date of the change and the number of service days remaining in the contract period.

The District reserves the unilateral right to add or remove locations or portions of facilities at any time. No additional administrative, mobilization, or overhead fees shall be charged for such adjustments unless expressly approved in writing by the District.

I. Noncompliance of the Contract

The District may inspect services at any time. When a deficiency is identified, the District Contract Administrator or designee will document the date, location, required service, observed deficiency, and required correction. Except where an immediate safety or security concern exists, the Contractor will receive written notice and a reasonable opportunity to correct the deficiency within the time stated in the notice. If the Contractor fails to correct the deficiency, the District may require re-performance at no additional cost, deduct the documented reasonable cost of obtaining the omitted service from the invoice, or exercise other contractual remedies. Any deduction must be supported by written documentation and calculated consistently for similar deficiencies. The District will not apply overlapping deductions for the same deficiency.

J. Required Proposal Contents

Tab 1 Bid Bond/certified check; Tab 2 Appendices 14.A through 14.H and 14.L (signed, notarized where indicated); Tab 3 Company background, experience and financial stability (financial statements or bank reference); Tab 4 Staffing plan by location (7.A, 7.F), supervision model, day/night supervision; Tab 5 Equipment and chemical list (7.F); Tab 6 Training, recruitment, and personnel handbook; Tab 7 Quality control and inspection program; Tab 8 Emergency phone number (7.L) and items assumed to be District-provided (7.F). Narrative sections may be submitted on the Proposer’s own letterhead.

5. Evaluation of Proposals

A. General Evaluation Procedures

Proposals submitted in response to this RFP will be evaluated by officials designated by Dickson County Schools. Each proposal will be reviewed to determine whether it satisfies the requirements of the RFP and will be evaluated using the weighted scoring methodology set forth below.

Dickson County Schools intends to recommend an award to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the District, considering the evaluation criteria and weights established in this section.

Dickson County Schools may request written clarification of information contained in a proposal, verify references, and conduct interviews with Proposers if determined to be in the District's best interest. Any clarification, reference verification, interview, or additional evaluation step shall be conducted consistently with this RFP and applicable District procurement procedures. Clarifications may not be used to permit a Proposer to materially revise its proposal after the submission deadline.

B. Evaluation Criteria and Weights

Proposals will be evaluated using a weighted scoring methodology with a maximum possible score of one hundred (100) points.

Evaluation Criterion	Maximum Points
Cost Proposal	30
Relevant Experience with K–12 Districts and Comparable	15
Staffing Plan, Recruitment, Training & Supervision Model	20
Quality Control, Inspection & Corrective Action Program	15
References & Past Performance	5
Compliance with RFP Requirements and Technical Scope	10
Transition & Implementation Plan	5

C. Cost Proposal Scoring

The Cost Proposal shall be worth a maximum of thirty (30) points. Cost scores will be calculated using the following formula:

$$CostScore = \frac{LowestEvaluatedAnnualPrice}{Proposer'sEvaluatedAnnualPrice} \times 30$$

The lowest evaluated annual price among responsive Proposers shall receive thirty (30) points. All other responsive Proposers shall receive points proportionate to their evaluated annual prices.

The evaluated annual price shall be based on the total annual price proposed for all locations included in the District's pricing schedule. DCS may verify pricing calculations and correct mathematical errors in accordance with the requirements of this RFP.

D. Non-Price Scoring

The non-price evaluation criteria shall account for the remaining seventy (70) points. Each evaluator shall independently evaluate each proposal using the same rating scale and the information requested in this RFP.

6. Contract

A. Award

Any award resulting from this Request for Proposals is expressly subject to approval by the Dickson County Board of Education in a duly noticed public meeting. No contract shall be valid or binding upon Dickson County Schools unless and until approved by the Dickson County Board of Education and executed by authorized officials of the District in accordance with Tennessee law. The successful Contractor shall obtain and maintain all city and county business licenses required by applicable Tennessee law for the performance of services under this Contract in Dickson County, including any applicable license for the City of Dickson.

It is the full intent, assuming satisfactory proposals are received, to award a contract. Any award made shall be for a period beginning January 4, 2027 and ending on January 3, 2030 with the option for up to two (2) one-year extensions, not to extend past January 3, 2032. Each extension is subject to the availability of funds. Extensions will be made based upon the recommendations of the authorized representatives of Dickson County Schools and the Contractor.

Final approval for any extensions shall be made by the Dickson County Board of Education. Contract prices shall remain firm throughout the initial contract term. Any price adjustment during an extension period must be requested in writing by the Contractor, supported by documentation, and approved in writing by the District before becoming effective. No price adjustment is automatic. The District may approve or deny a requested adjustment in its discretion, subject to applicable law and the terms of the executed contract. No additional charge shall be permitted for ordinary fluctuations in labor, supplies, consumables, or operating costs unless expressly approved under this provision.

This Request for Proposals does not commit the Dickson County Board of Education to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services. The District reserves the right to cancel this RFP in whole or in part, reject any or all proposals, waive informalities, and reissue the solicitation if it is determined to be in the best interest of the District.

B. Insurance

The Contractor shall maintain at all times during the contract period the following insurance coverage:

1. Worker’s Compensation—Statutory Limits

2. Comprehensive general liability for bodily injury in the sum of $1,000,000 per person and $1,000,000 each occurrence and $1,000,000 property damage, including personal injury.
3. Automobile liability insurance with basic limits of $1,000,000 each occurrence and $500,000 property damage, including personal injury.
4. Umbrella/excess liability with limits of $1,000,000 each occurrence and $1,000,000 aggregate.
5. Employee dishonesty/fidelity coverage of at least $50,000, as required in Section 7.A.
6. The successful Contractor shall provide certificates of insurance meeting all requirements of this section prior to contract execution and prior to the commencement of any work. Failure to provide acceptable proof of insurance shall result in delay or cancellation of contract award.
7. Dickson County Schools must have 10 days notice of cancellation or change in insurance coverage and give its approval.
8. The District shall be named as an additional insured by Endorsement on the Contractor's policy as to the subject contract.

C. Payments

Payment for services received will be made on a monthly basis. To facilitate timely payments, the Contractor shall submit an invoice to Dickson County Schools business office at the end of each month for the current month's services. Payment terms are NET 30 days from receipt of a correct invoice. Any deductions or chargebacks for deficient performance shall be handled in accordance with Section 4.I, "Noncompliance of the Contract," and the payment provisions in the Standard Terms and Conditions. The District shall not impose overlapping deductions for the same deficiency. All deductions must be documented in writing and supported by inspection records or other evidence of the deficiency.

D. Termination/Cancellation

The District may terminate this Contract for convenience upon ninety (90) days' written notice to the Contractor. For a material failure to perform, the District shall provide written notice identifying the deficiency and a reasonable opportunity to cure within the period specified in the notice, not to exceed thirty (30) calendar days unless the District approves an extension in writing. The District may terminate the Contract for an uncured material default. The District may suspend work or take immediate action when reasonably necessary to address an immediate threat to student or employee safety, facility security, or property. Termination for failure to appropriate funds shall be governed by the non-appropriation provision below.

The obligations of Dickson County Schools under this Contract are contingent upon the availability of appropriated funds. In the event funds are not appropriated for any fiscal year, the District shall have the right to terminate the Contract without penalty upon written notice to the Contractor.

E. Contract Interpretation

In the event of a conflict between pricing, square footage, or scope descriptions, the District's interpretation shall govern. The Contractor acknowledges responsibility for verifying all quantities and conditions prior to submission.

7. Responsibilities of Contractor

A. Personnel

All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the Contractor. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management. The Contractor shall comply with all State of Tennessee laws, regulations, and requirements regarding people working with or in the proximity of minor children, including, but not limited to background checks with law enforcement authorities and fingerprinting. Contractor shall not commence work without a "Certification of Compliance with Personnel, Background Check, and Employment Laws" (Appendix 14. F) Employees with criminal history must be cleared through the Director of Human Resources before being assigned duties under this contract. Contractor shall be responsible for the submission of clearance records within 24 hours upon request.

Only those personnel who have been properly trained shall be assigned duties under this contract. There shall be a minimum of four (4) hours on the job training provided before personnel are assigned duties. Employee training must include a blood borne pathogen program.

The contractor must have a training program specifically designed for school technicians, including training to meet all Local, State, and Federal guidelines.

All personnel shall be dressed in a manner authorized by the Contractor. The personnel shall be neat and clean in appearance at all times. Uniforms and badges with picture identification shall be worn which fully identify the worker as a member of the Contractor's work force.

The contractor shall not pay less than the minimum wage rate. The contractor will pay all taxes pertaining to his employees as required by law. The contractor shall maintain employee dishonesty or fidelity coverage of at least $50,000, covering its employees assigned to the District's contract. The Contractor shall provide proof of coverage upon request and maintain such coverage throughout the contract term. Individual employees will not be required to obtain separate bonds.

Any employee whose work habits and/or conduct is deemed objectionable shall be removed from the work force upon request of the authorized School's representative.

The Contractor shall provide employee hours based on the number of students for daytime cleaning from 7:00 a.m. to 4:00 p.m.

The Contractor will provide the Schools with the number of supervisors assigned, the number of workers assigned to each supervisor and the number of hours per day assigned at each school.

The Contractor shall provide, as part of its proposal and maintain throughout the contract term, a detailed staffing plan by location. This plan shall include, at a minimum:

- Number of day porters assigned per site
- Number of evening custodial staff
- Total daily and weekly man-hours per location
- Supervisory structure and coverage

Any material deviation from the approved staffing plan must be approved in writing by the District. Failure to maintain the approved staffing levels may be considered non-performance and subject to financial deductions or contract termination.

B. Safety

The Contractor shall be responsible for the training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions for the employees and the Schools' students and staff. Asbestos awareness training meeting AHERA requirements (40 C.F.R. § 763.92(a)(1), minimum two (2) hours) is required for all employees before they are assigned duties, and the Contractor shall provide proof to the District.

C. Security

The Contractor shall be responsible for training employees in security requirements of the Schools, and shall be responsible for the enforcement of the same. The Contractor shall provide the information reasonably necessary for the District to complete required background checks and confirm that personnel assigned to District facilities meet applicable legal and District requirements. The District will identify the required information and secure submission method before the Contractor's personnel begin work. The Contractor shall not submit sensitive personal information with its proposal unless the District specifically requests it in writing or through this RFP. The Contractor shall have, at the Contractor's expense, a background check of all employees through the TBI and FBI, and shall verify the employment eligibility of every employee as required by federal and Tennessee law (see Appendix 14.E) and provide documentation of that verification within twenty-four (24) hours of the District's written request.

Additionally, each employee shall be informed of the following:

1. The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Schools' property, materials, equipment, and accessories that might be exposed to the Contractor's personnel.
2. Guns, knives, or other dangerous weapons shall not be allowed on campus.
3. Alcohol and drugs are prohibited on campus.
4. Tobacco use (smoking/chewing/etc.) is prohibited on campus.
5. Keys, which may be distributed at the beginning of each work period, shall be returned to the appropriate supervisor at the end of each work period. Keys which will be required by the Contractor and employees will be approved by the Schools' Administration and will be controlled by the Contractor's named representative. The Contractor shall be fully responsible for the security and appropriate use of the keys issued at all times. Contractor may not duplicate keys under any circumstances. Contractor shall be responsible for the cost of replacement keys, cost of re-keying locks, or cost of replacing locks when deemed necessary.
6. Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by Dickson County Schools).
7. When the District determines that a building was left unsecured due to Contractor negligence, the District may charge back $30.00 per hour of District staff time, measured from when the on-call District employee leaves home until the employee returns home after securing the building. This is an immediate security matter and is not subject to the cure period in Section 4.I.

D. Supervision

All supervision as required for the execution of those contractual responsibilities assumed by the Contractor shall be done by the Contractor or his/her designated representative.

E. Damage

The Contractor shall be responsible for the repair/replacement to the satisfaction of the Schools' representative of any damage to the facility caused by any employee of the Contractor. The Contractor will be responsible for any fines assessed the school system for fire alarm activation due to employee error or the use of equipment producing emissions, etc.

F. Equipment and Supplies/Materials

- The procurement and maintenance of all equipment required for the successful execution of this contractual obligation shall be the Contractor's responsibility. The Contractor will provide each school with a list of equipment and supplies available to them. The list of equipment will be provided as part of the proposal and be evaluated before the contract is awarded.
- The Contractor shall include all consumable supplies, including but not limited to paper towels, toilet tissue, soap, and liners, within the proposed pricing. No additional charges shall be permitted for fluctuations in usage or market price increases during the contract term. Any adjustments to pricing for consumables may only be considered during contract renewal periods and must be supported by documented cost justification and approved by the District.
- The Proposer shall include a site-by-site staffing plan identifying proposed staffing levels, scheduled labor hours, supervision, backup coverage for absences, and the method for verifying completion of required tasks. The Proposer shall separately identify any equipment or supplies it assumes will be provided by the District. Unless expressly identified as District-provided, the Contractor shall include in its price the labor, supervision, equipment, tools, cleaning products, liners, and consumables necessary to perform the services described in this RFP.
- Dickson County Schools will provide locked storage spaces, but shall not be responsible for losses which may be incurred due to the theft and/or vandalism. All equipment shall be maintained properly, and in clean condition by the Contractor. The Contractor shall be responsible for the acquisition of all chemicals and equipment necessary to fulfill all specifications stated herein. A listing of all chemicals and equipment which will be used by the successful contractor must be submitted for approval prior to initial service under the contract. Changes may be made only after being duly authorized. All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. Safety Data Sheets (SDS) will be maintained on each job site for all chemicals used in the cleaning processes, with copies given to Dickson County Schools personnel and updated regularly.
- The Contractor must furnish all needed safety equipment and protective devices necessary for the safety of all building occupants and property of Dickson County Schools.

G. Emergencies

All emergency conditions shall be promptly reported to the school system's authorized representative.

H. Contractor's representative

A representative of the Contractor shall be appointed within 24 hours after receipt of the contract, and this person shall be available as deemed necessary by the representative for purposes of reporting

problems, requesting schedule changes, etc. This individual shall be someone other than the job supervisor and he/she shall be the sole contact person for routine matters.

I. Scheduling Custodial

All custodial work shall be done with a minimum of disruption to normal school functions. A schedule of current individual employee assignments shall be provided to each building principal.

J. Program Responsibility

The Contractor shall assume full responsibility for the custodial services program beginning January 4, 2027.

K. Contractor's Responsibility

The Contractor shall be responsible for providing and keeping all dispensers full: paper towels, hand soap, toilet tissue and replacing trash can liners as needed. The Contractor shall be responsible for clean up after all routine school-sponsored activities, i.e. basketball games, PTO meetings, school fundraisers, etc. The contractor shall not be responsible for community functions, banquets, or other rentals of school facilities.

The contractor shall be available for emergency services. Emergency work will be determined and authorized by the District. Emergency work will be considered an extra billing and will be added to the invoice.

L. Recalling

The Contractor must provide service for recall if proper cleaning has not been performed. If an area is not clean when the representative reports to work, the Contractor must have an employee on the job within thirty (30) minutes to start cleaning. The contractor will provide in their proposal the emergency phone number to be used for these calls. If an employee is going to be absent it is the responsibility of the Contractor to notify the principal of that school or the supervisor of the building and to make arrangements to meet the terms of the contract. In the event of an employee absence, the Contractor shall provide a qualified replacement on-site within two (2) hours. Failure to do so is a deficiency under Section 4.I. If a school is left without a day porter for more than two (2) hours, the District may deduct $120.00 for that occurrence. If the position is not filled for a full day, the District may deduct $240.00 per day plus the Contractor's documented hourly labor cost for the position until it is filled. Deductions will not overlap for the same deficiency. All day porters shall report to the school office by 8:00 a.m.

M. Additions or Deletions of Services

Additional property, facilities, or square footage may be added to or removed from this contract at any time under the same terms, conditions, and pricing structure. All additions or reductions shall be priced using the awarded per square foot rate and prorated based on the effective service date.

N. Snow Removal

The Contractor will be responsible for the removal of ice and snow from all entrances and for a distance to provide safe access to the buildings. For snow and ice removal, the District will provide the shovels,

salt, and ice-melting chemicals identified in this section. The Contractor shall provide the labor and other equipment necessary to perform the specified work unless otherwise stated in the contract.

O. Trash on the Building Campus

The Contractor will be responsible for maintaining the building campuses free of trash.

P. Specialties

Dickson County Schools shall be the sole judge as to whether the Contractor has accomplished the housekeeping specifications outlined in the contract.

The Contractor shall be available to perform extra work or emergency services. Emergency and/or extra work will be determined and authorized by Dickson County Schools. Specialties may include community functions, dances, banquets or other functions. The Contractor will reach an agreement with the Schools' representative for billing extra events.

The Contractor shall obtain written authorization from the District before performing any extra work for which an additional charge will be requested. The authorization must identify the service, location, approved rate or amount, and date of service. No additional charge may be invoiced without this authorization.

8. Responsibilities of Dickson County Schools

A. Dickson County Schools Representative

A Dickson County Schools Representative (hereinafter called "the Representative") shall be named after any contract award. The Representative shall be available, within reason, any time for consultation and liaison purposes, and communications from the Contractor shall be handled through this person.

B. Utilities

All necessary utilities will be furnished by Dickson County Schools.

C. Storage

Dickson County Schools shall provide storage for the equipment and supplies/materials normally required for the types of services to be provided under this contract.

D. Trash Disposal

Dickson County Schools shall furnish, in a reasonably convenient location, a container for use by the Contractor in the removal of waste paper, trash, debris, etc.

E. Facility Keys

Keys which may be required by the Contractor and employees will be furnished by Dickson County Schools. The contractor may not duplicate keys under any circumstance. The contractor shall be

responsible for the cost of replacement keys, cost of re-keying locks or cost of replacing locks when deemed necessary.

9. Custodial Duties to be Performed

See "Appendix 14.K'.

10. Locations

Dickson County Schools is hereby requesting a proposal for Custodial Services for the following locations:

1) Burns Middle School located at 88 Bobcat Trail, Burns, TN 37029
2) Dickson County Schools Central Office located at 817 N. Charlotte Street, Dickson, TN 37055
3) Centennial Elementary School located at 198 Upper Lake Drive, Dickson, TN 37055
4) Charlotte Elementary School located at 200 Humphries Street, Charlotte, TN 37036
5) Charlotte Middle School located at 250 Humphries Street, Charlotte, TN 37036
6) Creek Wood High School located at 3499 Highway 47 North, Charlotte, TN 37036
7) Dickson County High School located at 509 Henslee Drive, Dickson, TN 37055
8) Dickson County High School Lower Campus located at 507 Henslee Drive Dickson, TN 37055
9) Dickson Elementary School located at 120 West Broad Street, Dickson, TN 37055
10) Dickson Middle School located at 401 East College Street, Dickson, TN 37055
11) The Discovery School located at 101 Henslee Dr., Dickson, TN 37055
12) Maintenance/Transportation Departments located at 113/113-A Sylvis Street, Dickson, TN 37055
13) New Directions Academy located at 4000 Highway 48 N, Charlotte, TN 37036
14) Oakmont Elementary School located at 630 Highway 46 S, Dickson, TN 37055
15) School Nutrition Office located at 220 McElmore St., Dickson, TN 37055
16) Special Education Office located at 115 Academy St., Dickson, TN 37055
17) Stuart Burns Elementary School located at 3201 Highway 96, Burns, TN 37029
18) Vanleer Elementary School located at 4456 Highway 49 W, Vanleer, TN 37181
19) White Bluff Elementary School located at 377 School Rd., White Bluff, TN 37187
20) William James Middle School located at 3030 Trace Creek Rd., White Bluff, TN 37187

11. Schedule of Events

RFP Issued	November 4th, 2026
Pre-Proposal Meeting (Mandatory)	November 17th, 2026 at 9:00 am CST
Deadline for Questions	November 23rd, 2026 at 4:00 pm CST
Written Answers & Addenda Issued	December 1st, 2026
Proposal Submission Deadline	December 10th, 2026 at 10:00 am CST
Board Approval Target	December 17th, 2026

12. Pre-Proposal Meeting

A. The mandatory pre-proposal meeting will be at Dickson County Schools Maintenance Department on **November 17th, 2026 at 9:00 am CST.** Located at:

Dickson County Schools Maintenance Department
113-A Sylvis Road
Dickson, Tennessee 37055

Attendance at the mandatory pre-proposal meeting will be recorded by sign-in sheet. Only vendors attending the pre-proposal meeting will be eligible to submit proposals.

B. Questions must be submitted in writing by email to Elizabeth Daugherty, Maintenance Secretary, edaugherty@dcstn.org, no later than 4:00 p.m. CST on November 23, 2026. Only written addenda are binding. From release until award, Proposers shall not contact Board members, administrators, principals, or staff about this RFP except through the District designated representatives specified in this RFP. Violation may result in rejection.

13. Delivery of Proposals

Sealed proposals will be accepted until **December 10th, 2026 @ 10:00 am CST**. Proposals received after that time will be deemed invalid. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. Dickson County Schools shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions.

Delivery Address:

Dickson County Schools
Attn: Dawn Martin
817 N Charlotte Street
Dickson, Tennessee 37055

Proposal Envelope Requirements: The package containing the proposal must be sealed and clearly marked on the outside of the package:

- The Proposal Name: “Custodial Services Contract DO NOT OPEN”
- Name of company and principal owner as licensed
- The Date and Time of the Proposal Deadline

14. Appendix

Dickson County Schools

Custodial Services Contract

14. A– Condition of Submitting Proposal

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

- It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.
- All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the Dickson County Board of Education will rely on such statements, information and representations in selecting the successful proposer(s).
- That the prices quoted shall be Dickson County Schools pricing for the products and/or service.
- It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- Proposer acknowledges that the contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by Dickson County Schools, in its sole discretion.
- That no member of the Dickson County Board of Education, no employee of Dickson County Schools, and no immediate family member of any such person has any direct or indirect financial or beneficial interest in this proposal, contract, or resulting award, in violation of T.C.A. §§ 12-4-101, 49-2-203, or any other applicable provision of Tennessee law.

□ By checking this box and signing below, the Proposer agrees that eligible state and local governmental entities, public school systems, and other eligible public agencies may, at their option, purchase custodial services under the contract resulting from this RFP during the contract term, including any approved extensions. Participating agencies may use the awarded annual price-per-square-foot rate and the applicable terms and conditions of the awarded contract, subject to their own procurement requirements and applicable law. Each participating agency shall be responsible for determining its eligibility to participate, obtaining any required approvals, and issuing its own purchasing documents. Dickson County Schools shall have no responsibility or liability for purchases or agreements made by participating agencies. Participation by other agencies is voluntary and does not obligate Dickson County Schools to purchase services on their behalf. Checking this box is optional and will not affect evaluation of the proposal.

VENDOR LEGAL NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ADDRESS: _____

PHONE: _____ (OFFICE) _____ (MOBILE)

EMAIL: _____

14. B – Drug Free Workplace Affidavit

The Dickson County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Dickson County Schools employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Dickson County Board of Education to provide goods or 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 and any local government to provide contracted 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 and all applicable Federal Laws, Rules and Regulations requiring a drug-free workplace program.

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: _____

Dickson County Schools

Custodial Services Contract

14. C - Criminal Background Compliance Affidavit

State of _____

County of _____

The undersigned, principal officer of _____ , and employer contracting with Dickson County Board of Education to provide services having direct contact with children or access to grounds of a Dickson County public school while students are on grounds, 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. 49-5-413 as amended effective September 1, 2007 for entities entering into contracts with local board of education where the company's employees will have direct contact with school children or access to the ground of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain actions based upon the results of the records check.
3. The Company is in compliance with T.C.A. 49-5-413.

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 he/she is the_____ _____of _____ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

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

14. D – Certification of Non-Collusion & Debarment or Suspension

The undersigned Proposer certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned Proposer certifies, to the best of its knowledge and belief, that it and its principals:

• Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180;
• Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state or local) terminated for cause or default; and
• Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) and have not, within the three-year period preceding the proposal, been convicted or had a civil judgment rendered against it:

- For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction (federal, state or local) or a procurement contract under such a public transaction;
- For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
- For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. 1001, a false statement may result in a fine, imprisonment for up to five years, or both.

Company: _____

Respondent Signature: _____

Respondent (Print Name & Title): _____

Date: _____

_____ I am unable to certify the above statement. Attached is my explanation.

14. E – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: *(or Social Security Number)*	

The Contractor, identified above, does hereby attest, certify, warrant and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract, T.C.A. § 12-3-309.

The Contractor shall verify the employment eligibility of all persons hired to perform work under this Contract through the E-Verify program or another federally authorized employment verification system, as required by Tennessee law.

SIGNATURE & DATE: _____

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor.

14. F – Certification of Compliance with Personnel, Background Check, and Employment Laws

The undersigned, on behalf of _____ ("Contractor"), hereby certifies, warrants, and attests as follows:

1. Employment Law Compliance
   Contractor affirms that all matters pertaining to the recruitment, screening, hiring, supervision, and retention of its employees are and shall remain the exclusive responsibility of the Contractor. Contractor certifies that it is in full compliance with all applicable federal, state, and local laws, rules, and regulations, including but not limited to:
   - Equal employment opportunity and non-discrimination laws
   - Affirmative action requirements, where applicable
   - Wage and hour laws
   - Immigration and employment eligibility verification requirements
   - All other statutes and regulations governing prudent personnel management
2. Tennessee Requirements for Working Around Minors
   Contractor certifies that it complies with all State of Tennessee laws, regulations, and requirements applicable to individuals working with or in proximity to minor children, including but not limited to:
   - Criminal background checks through appropriate law enforcement authorities
   - Fingerprinting requirements
   - Any additional clearance or screening required by Tennessee law or Dickson County Board of Education policies
3. Background Checks and Clearance
   Contractor certifies that:
   - No employee will be assigned to perform services under this contract until all required background checks and screenings have been completed.
   - Any employee with a criminal history will not be assigned to duties under this contract without prior written clearance from the Director of Human Resources or their designee.
   - Contractor shall maintain all documentation related to background checks, screenings, and clearances.
4. Submission of Records
   Contractor agrees to provide clearance documentation, background check records, and related compliance documentation to Dickson County Schools within twenty-four (24) hours of any written or verbal request.
5. Condition Precedent to Work
   Contractor acknowledges that this Certification must be submitted, approved, and kept on file with

Dickson County Schools prior to the commencement of any work under the contract. Failure to maintain compliance may result in suspension or termination of the contract.

6. Ongoing Duty to Comply
   Contractor acknowledges that this certification is ongoing and must be maintained for the full term of the contract and any extensions thereof.

I hereby certify that I am authorized to execute this Letter of Compliance on behalf of the Contractor and that the information contained herein is true, complete, and accurate.

Contractor Legal Name: _____

Authorized Representative (Printed): _____

Title: _____

Signature: _____

Date: _____

Dickson County Schools

Custodial Services Contract

14. G – References

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

**Proposers may copy this page and submit additional references.*

Dickson County Schools

Custodial Services Contract

14. H – IRS Form W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See **Specific Instructions** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number ___ - ___ - ____

or

Employer identification number __ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** _____ **Date** _____

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

Dickson County Schools

Custodial Services Contract

14. I - List of Schools, Locations, and Phone Numbers

Burns Middle School
Allison Kruse, Principal
88 Bobcat Trail
Burns, TN 37029
615-740-1860

Centennial Elementary School
Erica Logan, Principal
198 Upper Lake Dr.
Dickson, TN 37055
615-446-0355

Charlotte Elementary School
Sara Cunningham, Principal
200 Humphries Street
Charlotte, TN 37036
615-740-5803

Charlotte Middle School
April Killebrew, Principal
250 Humphries Street
Charlotte, TN 37036
615-740-6060

Creek Wood High School
Leslie Christy, Principal
3499 Hwy 47 N
Charlotte, TN 37036
615-740-6000

Dickson County High School
Katherine Perez, Principal
509 Henslee Drive
Dickson, TN 37055
615-446-9003

Dickson County High School Lower Campus
Katherine Perez, Principal
507 Henslee Drive
Dickson, TN 37055
615-740-5829

Dickson Elementary School
Nick Brown, Principal
120 West Broad St
Dickson, TN 37055
615-740-5837

Dickson Middle School
Kristen Lynch, Principal
401 East College St
Dickson, TN 37055
615-446-2273

New Directions Academy
Rhiannon Mason, Principal
4000 Highway 48 North
Charlotte, TN 37036
615-740-6070

Oakmont Elementary School
Misty Hodge, Principal
630 Hwy 46 S
Dickson, TN 37055
615-446-2435

Stuart Burns Elementary
Jessica Smith, Principal
3201 Highway 96
Burns, TN 37029
615-446-2791

The Discovery School
Rachel Storment, Principal
101 Henslee Dr
Dickson, TN 37055
615-441-4163

Vanleer Elementary School
Cindy Shelton, Principal
4456 Hwy 49 W
Vanleer, TN 37181
615-740-5760

White Bluff Elementary School
Mary Wills, Principal
377 School Road
White Bluff, TN 37187
615-740-5775

William James Middle School
Kristen Feree, Principal
3030 Trace Creek Road
White Bluff, TN 37187
615-740-5770

Central Office
Dr. Southerland, Director of Schools
817 N. Charlotte Street
Dickson, TN 37055
615-446-7571

Maintenance Departments
Gerald Clifton, Director
113-A Sylvis St.
Dickson, TN 37055
615-740-5934

School Nutrition Department
Troy Williams, Coordinator
220 McElmore St.
Dickson, TN 37055
615-740-5801

Special Education Department
Malissa Johnson, Director
115 Academy St.
Dickson, TN 37055
615-446-2085

Transportation Departments
Melissa Garton, Director
113 Sylvis St.
Dickson, TN 37055
615-740-5970

14. J - Square Footage of Buildings

BUILDING	SQUARE FOOTAGE	PORTABLES
1. Burns Middle School	97,498	
2. Central Office	13,632	1 (approx. 960)
3. Centennial Elementary School	112,280	
4. Charlotte Elementary School	112,280	
5. Charlotte Middle School	57,542	
6. Creek Wood High School	216,338	
7. Creek Wood High School-Football/Wrestling Field House	11,254	
8. Creek Wood High CTE Building - Bathrooms ONLY	750	
9. Dickson County High School - Main	191,784	
10. Dickson County High School - Lower Campus	60,294	
11. Dickson County High School-Football/Wrestling Field House	16,604	
12. Dickson Elementary School	42,096	1 (approx. 960)
13. Dickson Middle School	100,280	
14. New Directions Academy	42,726	
15. Oakmont Elementary School	81,500	
16. Stuart-Burns Elementary School	89,193	
17. The Discovery School	42,207	
18. Vanleer Elementary School	81,174	
19. White Bluff Elementary School	80,494	
20. William James Middle School	58,451	
21. School Nutrition Office	37,059	
22. Transportation **	2,860	

23. Maintenance/Warehouse**	2,130	
24. Special Education Office	4,350	

**The Transportation Department and the Maintenance Department are in separate buildings. For the Transportation Department, there are offices in the main building with restrooms. The Maintenance Department has offices and a restroom. The shops have been excluded from square footage, as they will not be maintained by custodial staff.

All square footage values are estimates. Contractors are responsible for independent verification and shall not rely solely on provided figures. Boiler rooms and kitchens have been excluded from these totals as they will not be maintained by custodial staff.

The location names, included areas, and square footage in this schedule define the base services to be priced. Proposers shall identify any discrepancy or apparent omission in writing by the deadline for questions. Proposers shall not independently add or remove areas from their price. Any correction to the schedule will be made by written addendum issued by the District.

14. K - Cleaning Schedule

Classrooms

Daily

- Empty wastebaskets
- Spot Clean desk tops (removal of graffiti)
- Clean and sanitize counters and sinks
- Dust mop all composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum all carpet
- Spot clean carpet as needed
- Vacuum walk-off mats
- Secure any exterior doors and windows and turn off lights before leaving room

Weekly

- Replace all plastic trash liners in waste receptacles or more frequently if needed
- Low dust all horizontal surfaces to hand height (60”) including desks, chairs and tables
- Damp clean baseboards
- Sweep baseboards
- Damp clean window ledges
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings
- Spot clean all door glass
- Vacuum chalk rails and/or damp wipe
- Mop composition floors

Monthly

- High dust above hand height (60”) horizontal surfaces, including shelves, pipes, moldings, etc. Maintenance personnel will clean areas only reachable from higher than a 6-foot ladder
- Remove dust and cobwebs from ceiling areas
- Dust blinds

Semi-Annually

- Clean entire surface of student’s desks and chairs
- Clean carpet to remove all stains, spills and soiled spots

Annually

- Refinish all floors

Offices (Administration)

Daily (five days per week)

- Empty wastebaskets and replace liners
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Dust telephones
- Spot clean all windows and glass partitions to hand height
- Spot clean desk tops
- Dust mop all composition floors (with chemically treated dust mop)
- Spot mop composition floors with all purpose cleaners
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings

Weekly

- Low dust all horizontal surfaces to hand height (70")
- Damp clean baseboards
- Damp clean window ledges
- Spray buff compositions floors

Monthly

- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc
- Remove dust and cobwebs from ceiling areas
- Dust blinds

Annually

- Refinish all floors

Teacher Work Area and Duplication Rooms

Daily (five days per week)

- Empty wastebaskets and replace liners
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Dust telephones
- Spot clean all windows and glass partitions to hand height
- Damp clean counter tops
- Damp clean vending machines
- Dust mop all composition floors (with chemically treated dust mop)
- Spot mop composition floors with all purpose cleaners

- Vacuum carpet
- Spot clean carpet to remove all stains, spills, and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings

Weekly

- Low dust all horizontal surfaces to hand height (70")
- Damp clean baseboards

Monthly

- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc
- Remove dust and cobwebs from ceiling areas

Annually

- Damp clean all washable furniture
- Clean carpet to remove all stains, spills and soiled spots
- Refinish all floors

Library

Daily (five days per week)

- Empty wastebaskets and replace liners
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Spot clean all window glass and glass partitions to hand height
- Spot clean desk tops
- Dust mop all composition floors with chemically treated dust mop
- Spot mop composition floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings

Weekly

- Replace all plastic liners in waste receptacles
- Low dust horizontal surfaces to hand height (70")
- Dust all book shelves (books to remain in place)
- Damp clean baseboards
- Damp clean window ledges

Monthly

- High dust above hand height horizontal surfaces, including shelves, ceilings, pipes, moldings, ducts, heating outlets, etc

- Remove dust and cobwebs from ceiling areas

Annually

- Refinish all floors

Cafeteria Areas

Daily (five days per week)

- Spot clean interior glass to hand height (70”) after school hours
- Remove trash from cafeteria area
- Clean during lunch periods (wipe down tables, empty trash, and clean up spills)
- Sweep and mop

Semi-Annually

- Refinish all composition floors
- High dust above hand height horizontal surfaces, including shelves, ceiling, moldings, pipes, ducts, heating outlets, etc
- Remove dust and cobwebs from ceiling areas

Common Areas (Lobbies/Corridors/Stairs/Elevators)

Daily (five days per week)

- Spot clean interior glass partitions and doors
- Clean and sanitize water fountains
- Dust interior window ledges
- Dust mop composition floors with chemically treated dust mop
- Spot mop composition floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Clean under entrance mats daily, inside and out
- Sweep underneath stairs
- Spray and buff all composition floor (or as needed)

Weekly

- Damp clean baseboards
- Damp clean window ledges
- Dust furniture and fixtures

Monthly

- High dust above hand height horizontal surfaces, including shelves, ceilings, pipes, moldings, ducts, heating outlets, etc
- Remove dust and cobwebs from ceiling areas
- Clean all hall walls (more often if needed)

Semi-Annually

- Refinish all composition floors
- Clean carpet to remove all stains, spills, and soiled spots

Restrooms/Dressing Rooms

Daily

- Check restrooms throughout the school day
- Empty wastebaskets/dispensers and replace liners
- Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals and hand basins
- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors
- Wash and sanitize exterior of containers
- Remove spots, stains and splashes from wall area and counter tops
- Clean metal partitions
- Sweep floors
- Mop floors with germicidal disinfectant at least daily and as often as needed
- Fill expendable supplies in restroom dispensers
- Wash and sanitize metal partitions
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.

Weekly

- Low dust horizontal surfaces to hand height (70”)
- Damp clean baseboards
- Clean wall thoroughly with cleaning and sanitizing solution
- Wash and sanitize interior of wastebaskets

Monthly

- High dust above horizontal surfaces, including shelves, ceilings, moldings, ledges, pipes, ducts, heating outlets, etc
- Remove dust and cobwebs from ceiling areas
- Machine scrub floors with germicidal disinfectant
- Restrooms having latex paint chips covered by polyurethane need to be low pressure pressure washed and wet vacuumed

As Needed

- Replace damaged dispensers as needed for toilet paper, paper towel, and soap

Multi-purpose/Gymnasium

Daily (Five days per week)

- Empty wastebaskets
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.
- Dust mop floors with chemically treated mop per manufacturer’s specifications or vacuum all carpeted areas

- Spot mop composition floors
- Spot clean carpeted areas and remove any stains, spills or soiled spots

Weekly

- Replace all plastic can liners in waste receptacles
- Low dust horizontal surfaces to hand height (70")
- Sweep baseboards
- Clean bleachers, remove all trash, sweep, mop and clean floor underneath

Monthly

- High dust above hand height (70") all horizontal surfaces including shelves and molding
- Remove dust and cobwebs from ceiling areas

*Note: Scrub composition floors as needed

Special Events During Regular Cleaning Operation Hours (Ballgames, Plays, Concerts, PTA Meetings, Board Meetings, etc.)

- Check and maintain clean restrooms, halls, lobbies, etc.

Exterior Areas and Grounds Litter Removal

Daily

- Remove trash and debris from grounds
- Empty trash containers
- Sweep entrances, doorways, walkways, steps and curbs
- Remove any graffiti from outside walls and sidewalks

Special Events During Regular Cleaning Operation Hours (Ballgames, Plays, Concerts, PTA Meetings, Board Meetings, etc.)

- Maintain clean restrooms, common areas, trash cans and area around concession stands
- Monitor all restrooms after each class break-mop floor, spot clean sinks, vanities, counter tops, mirrors, floors, and walls, pick up paper and flush commodes and urinals, and take out trash
- Spray buff halls
- Pick up trash outside of building at least one (1) time per day
- Clean and mop any accident that may occur during the day
- Maintain all window shades at same height
- Respond to clean up request by Representative
- Clean electrical rooms and storage closets (accessible floors and surfaces only– do not touch, move, open, or clean electrical panels, wiring, or mechanical equipment)

Management of Energy Consumption

- Lights shall only be turned on in areas where cleaning is taking place and are to be turned off immediately after cleaning each room
- Cleaning personnel are not to change or override established heating and cooling temperatures in schools

Annually for all schools (Note: Annual services are to begin immediately following the end of each school year and be completed no later than August 1 of each year)

- Completely strip or scrub tile and refinish composition floors applying a minimum of six (6) coats of wax on all hallways, cafeterias, and high traffic areas and a minimum of four (4) coats of wax in all classrooms (floor stripper must be applied by a mop or machine as to not release glue adhering floor tiles)
- Wash all windows and glass partitions on the inside and outside

Miscellaneous

- Annual carpet care on all carpeted areas to include shampooing to remove all stains, spills, and soiled spots

Notification of needed repairs

- Cleaning personnel and/or supervisor to advise Representative of all needed repairs at the end of each day or sooner if appropriate

Securing Buildings

- Day porter will unlock building(s) each day. Cleaning supervisor or a designated cleaning employee will secure building(s) at the end of the day

Contractor personnel shall not perform electrical, mechanical, or other licensed work as part of custodial duties unless the work is specifically authorized by the District and performed by personnel legally qualified to do so. Contractor personnel shall promptly report hazards, damage, leaks, and needed repairs to the District. Cleaning involving bodily fluids, hazardous materials, or other special hazards must follow the District's safety procedures and applicable law.

Dickson County Schools

Custodial Services Contract

14. L - Proposal Form

Date_____

I, _____ , a duly authorized representative of _____ hereby submit our proposal for the Custodial Services Contract for Dickson County Schools in accordance with the specifications and instructions set forth in these proposal documents.

All pricing submitted must be consistent with the per square foot rate proposed. The District reserves the right to recalculate totals based on the stated unit rate in the event of mathematical discrepancies.

Location/Campus	To Include	Square Footage	Calculated Monthly Cost	Calculated Annual Cost
Burns Middle School 88 Bobcat Trail Burns, TN 37029		**97,498**		
Centennial Elementary 198 Upper Lake Dr. Dickson, TN 37055		**112,280**		
Central Office 817 N. Charlotte Street Dickson, TN 37055	**1 Portable**	**14,592**		
Charlotte Elementary 200 Humphries Street Charlotte, TN 37036		**112,280**		
Charlotte Middle School 250 Humphries Street Charlotte, TN 37036		**57,542**		
Creek Wood High 3499 Hwy 47 N Charlotte, TN 37036	**Football/Wrestling Field House & CTE Bldg Bathrooms**	**228,342**		
Dickson County High 509 Henslee Drive Dickson, TN 37055	**Football/Wrestling Field House**	**208,388**		
Dickson County Lower 507 Henslee Drive Dickson, TN 37055		**60,294**		
Dickson Elementary 120 West Broad St Dickson, TN 37055	**1 Portable**	**43,056**		

Dickson County Schools

Custodial Services Contract

Location/Campus	To Include	Square Footage	Calculated Monthly Cost	Calculated Annual Cost
Dickson Middle School 401 East College St Dickson, TN 37055		**100,280**		
The Discovery School 101 Henslee Dr Dickson, TN 37055		**42,207**		
Maintenance/Transportation Departments 113 Sylvis St. Dickson, TN 37055		**4,990**		
New Directions Academy 4000 Highway 48 North Charlotte, TN 37036		**42,726**		
Oakmont Elementary 630 Hwy 46 S Dickson, TN 37055		**81,500**		
School Nutrition Dept. 220 McElmore St. Dickson, TN 37055		**37,059**		
Special Education Dept. 115 Academy St. Dickson, TN 37055		**4,350**		
Stuart-Burns Elementary 3201 Highway 96 Burns, TN 37029		**89,193**		
Vanleer Elementary 4456 Hwy 49 W Vanleer, TN 37181		**81,174**		
White Bluff Elementary 377 School Road White Bluff, TN 37187		**80,494**		
William James Middle 3030 Trace Creek Road White Bluff, TN 37187		**58,451**		
GRAND TOTAL FOR ALL LOCATIONS		**1,556,696**		

Dickson County Schools

Custodial Services Contract

- Total square footage: 1,556,696
- Proposed annual price per square foot: $_____
- Total annual contract price: $_____
- Total monthly contract price: $_____

By Signing below, Proposer certifies they have carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

- It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.
- All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the Dickson County Schools will rely on such statements, information and representations in selecting the successful proposer(s).
- That the prices quoted shall be Dickson County School's pricing for the products and/or service.
- It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- Proposer acknowledges that the initial contract term shall begin January 4, 2027 and end January 3, 2030, with the option for up to two (2) one-year extensions, not to exceed five (5) consecutive years total, subject to approval by the Dickson County Board of Education and the availability of funds.
- Proposer acknowledges that the contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by Dickson County Schools, in its sole discretion.
- Proposer certifies, under penalty of perjury, that it is not on the list created pursuant to T.C.A. § 12-12-106 (Iran Divestment Act).
- All purchase orders must be duly authorized and executed by Dickson County Schools and subject to the terms and conditions of the RFP.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY NAME _____

14. M – Standard Terms & Conditions

Dickson County Schools

1. PREPARATION AND SUBMISSION OF PROPOSAL.

a. Failure to examine any drawings, specifications, or instructions will be at the proposer's risk. Any deviation from the stated terms, conditions and specifications must be coordinated with and approved in writing by the Dickson County Schools Authorized Representative.

b. RFP SUBMITTAL / SIGNATURE: Proposal shall give the full name and business address of the proposer. If the proposer is a corporation, the name shall be stated as it is in the corporate charter. Proposals must be signed in ink by the proposer's authorized agent. Unsigned proposals will be rejected. Proposals are to be sealed and the outside of the envelope is to reference the RFP name. The person signing the proposal must show their title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Proposer understands that by submitting a proposal with an authorized signature, it shall constitute an offer to Dickson County Schools. Proposals must be typewritten or in ink; otherwise they may not be considered. Payments will be issued to the firm name appearing on the W9. Electronic submissions via email, fax, etc. shall not be accepted.

c. Dickson County Schools is not responsible for any costs incurred by any vendor pursuant to the RFP. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

d. Proposals are to be received in the location designated in the RFP no later than the specified date and time. Late submissions will NOT be opened or considered.

e. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by the person signing the proposal.

f. Specifications: Reference to available specifications shall be sufficient to make the terms of the specifications binding on the proposer. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the proposer to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the proposal. Proposers are required to notify Dickson County Schools Purchasing Clerk whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposal is submitted must be equal or superior to that specified. Informative and Descriptive Literature: The proposer must show brand or trade names of the articles proposed, when applicable. It shall be the responsibility of the proposer, including proposer's whose product is referenced, to furnish with the proposer such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of proposer.

g. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon proposer's request within ten (10) days of RFP opening, be returned at the proposer's expense. Each sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP number and item reference.

h. Time of Performance: The number of calendar days in which delivery is to be made after receipt of order shall be stated in the RFP and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the proposal, proposer agrees that delivery is to be made within two weeks (10 business days) of order.

i. New materials and supplies must be delivered unless otherwise specifically stated in the RFP.

j. Alternate/multiple proposals will not be considered unless specifically called for in the RFP.

k. Only proposals submitted on RFP forms furnished by Dickson County Schools will be considered.

l. By signing this RFP where indicated, the proposer agrees to strictly abide by all applicable local, state and federal statutes and regulations. The proposer further certifies that this proposal is made without collusion or fraud clarifying that:

- The proposal has been independently arrived at without collusion, consultation, communication, or agreement with any other proposer;
- The proposal has not been knowingly disclosed prior to the opening to any other proposer; and
- No attempt has been made to induce any other person or firm to submit or not submit a proposal.

n. Error in Proposal. In case of error in the extension of prices in the proposal, the unit price will govern. Late submissions will NOT be opened or considered. Proposers are cautioned to verify their proposals before submission, as amendments received after the RFP deadline will not be considered. No proposals shall be altered, amended or withdrawn after opening. After proposal opening, a proposer may withdraw a proposal only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the proposal would impose unconscionable hardship due to an error in the proposal resulting in a quotation substantially below the other proposals received. Proposal withdrawals will be considered only upon written request of the proposer.

2. OPEN RECORDS. In accordance with the Tennessee Public Records Act (Tenn. Code Ann. § 10-7-501 et seq.) and state procurement laws governing local governments (including Tenn. Code Ann. § 12-3-1207), proposals submitted in response to this RFP will not be publicly opened or read aloud at the deadline. To protect the integrity of the evaluation process, all proposals, scoring matrices, and evaluation materials shall remain confidential and closed to public inspection until Dickson County Schools issues its formal Notice of Intent to Award.

Upon issuance of the Notice of Intent to Award, all proposals and associated evaluation records shall become public records open to inspection by Tennessee citizens in accordance with Tenn. Code Ann. § 10-7-503. Proposers must clearly identify any specific information or proprietary data they claim is exempt from public disclosure and must cite the specific statutory legal basis for the claimed exemption. Dickson County Schools makes no guarantee that any information submitted will be withheld from disclosure, as the District must strictly comply with the Tennessee Public Records Act and applicable judicial precedent. Relying on a blanket or catch-all designation of confidentiality by a Proposer will not be honored.

3. ACCEPTANCE AND AWARD. Dickson County Schools reserves the right to reject any and all proposals and to waive any informality in proposals and, unless otherwise specified by the proposer to accept any item in the proposal. Action to reject all proposals shall be taken for unreasonably high prices, errors in the proposal documents, cessation of need, unavailability of funds, or any other reason approved by Dickson County Schools.

a. Contracts and purchases will be made with the qualified proposer most advantageous to the District, considering both price and non-price factors. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered, and the delivery terms will be taken into consideration.

b. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the District's authorized representative.

c. Prices are firm for the initial contract term as provided in Section 6.A.

d. Dickson County Schools reserves the right to order more or less than the quantity listed in the proposal.

e. If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that Dickson County Schools shall have ninety (90) days to accept.

f. No purchase or contract is authorized or valid until the issuance of a Dickson County School's purchase order in accordance with Dickson County School's policy. No Dickson County School employee is authorized to purchase equipment, supplies or services prior to the issuance of such a purchase order.

g. The contract may not be assigned without written Dickson County School's consent.

h. If the appropriate space is marked on the RFP, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as Dickson County Schools.

i. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of Public Chapter No. 587 / Senate Bill No. 2048 (Employee Background Check). The Bidder further agrees to submit a formal certification thereof prior to commencing work.

4. FORFEITURE OF BID SECURITY. If the successful Proposer fails or refuses to sign the final contract or provide the required insurance certificates within ten (10) business days after receiving written Notice of Award, the Proposer shall be deemed in breach and default. Upon such default, the full amount of the Bid Security (whether Bid Bond or certified check) shall be immediately forfeited to the Owner as liquidated damages, and not as a penalty, to compensate for procurement delays, administrative burdens, and re-solicitation costs.

Except as otherwise provided herein, the Bid Security of all unsuccessful Proposers will terminate automatically and require no administrative action or physical return by the Owner. The Owner reserves the right to retain the Bid Security of the next lowest responsive and responsible Proposers until a final contract is fully executed with the successful Proposer, at which time all remaining Bid Securities shall automatically expire.

5. PAYMENT. Payment terms must be specified in the proposal. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP are inspected and approved as conforming by persons appointed by Dickson County Schools. All deductions, chargebacks, and penalties must be clearly documented in writing and supported by inspection reports or documented performance deficiencies. The Contractor shall be provided written notice and an opportunity to cure any deficiency prior to assessment of penalties, unless the deficiency presents an immediate safety or security risk.

6. DEFAULT OF SELECTED VENDOR. In case of vendor default, Dickson County Schools may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their response, the contract, Dickson County School's policy or any law, they may be disqualified

from proposing for a period of two years for minor violations or longer for major violations. Bids/Proposals from disqualified proposers will not be accepted during the period of disqualification.

7. TAXES. Dickson County Schools is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to or performing repair work on real property for Dickson County Schools are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

8. NONDISCRIMINATION. Dickson County Schools is an equal opportunity employer. Dickson County Schools and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990, if applicable, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin. In the event that any claims should arise with regards to violations of any such local, state or federal law, statues, rule or regulations, the vendor will indemnify and hold Dickson County Schools harmless for any damages, including court costs or attorney fees, which might be incurred.

9. PROHIBITIONS/NO VENDOR CONTRACT FORM. Acceptance of gifts from vendors is prohibited. T.C.A. §12-4-106. The contract documents for purchase under this RFP shall consist of the successful proposer's bid and Dickson County School's purchase order. The proposer may request exceptions to terms and conditions and/or request Dickson County Schools to accept other terms and conditions by means of subsequent documents such as invoices, warranty agreements, license agreements, etc. All subsequent documents shall be open to revision for impermissible language. Dickson County Schools reserves the right to render the proposal unresponsive and subject the proposal to rejection if successful terms cannot be negotiated.

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS. Dickson County Board of Education encourages minority businesses, women business enterprises and labor surplus area firms to participate in the bidding/proposal process. 2 CFR § 200.321.

11. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS. Tennessee Public Chapter No. 878 of 2006, T.C.A. §12-3-309, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.

12. SALES AND USE TAX. Before the Purchase Order/Contract resulting from this RFP is signed, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax as required by T.C.A. §12-3-306.

13. ASSIGNMENT. Neither the vendor nor Dickson County Schools may assign this agreement without prior written consent of the other party.

14. LIABILITIES. The vendor shall indemnify Dickson County Schools against liability for any suits, actions or claims of any character arising from or relating to the performance under this agreement by the vendor or its subcontractors. Dickson County Schools has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

15. APPLICABLE LAW. Any contract shall be interpreted under the laws and statutes of the State of Tennessee. Dickson County Schools does not enter into contracts which provide for mediation or arbitration. Any action arising from any contract made from this RFP shall be brought in the state courts in Dickson County, TN or in the United States Federal District Court for the Middle District of Tennessee. Additionally, it is a violation of state statutes to purchase materials, supplies, services or any other item from a vendor that is a commissioner, official, employee or board member that has any financial or beneficial interest in such transaction, T.C.A. §12-4-101.

16. FUNDS. The Proposer understands and accepts the non-appropriation of funds provision of Dickson County Schools.

17. DATA PRIVACY AND SECURITY. The Contractor and its employees, agents, and subcontractors shall protect the confidentiality of all nonpublic information concerning Dickson County Schools, its students, employees, and operations that they may access or encounter while performing services under this Contract. The Contractor shall use such information solely as necessary to perform its contractual obligations and shall not disclose, copy, remove, or otherwise use such information except as authorized by the District or required by law.

The Contractor shall ensure that its employees, agents, and subcontractors comply with applicable confidentiality requirements and District policies while working on District property. The Contractor shall promptly notify the District's designated contact upon discovering any unauthorized access to, use of, disclosure of, or loss of confidential District information.

To the extent the Contractor receives or accesses personally identifiable information from education records, the Contractor shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, as applicable, and shall use and disclose such information only as permitted by law and authorized by the District. The Contractor shall comply with other applicable federal and Tennessee privacy and data protection laws.

The Contractor shall cooperate with the District in investigating and responding to any incident involving confidential District information. To the extent an incident is caused by the Contractor's breach of this section, negligence, or willful misconduct, the Contractor shall be responsible for reasonable response, mitigation, and notification costs to the extent provided by applicable law and the Contract.

These obligations shall survive expiration or termination of the Contract.

18. IRAN DIVESTMENT ACT. By submission of this proposal, each proposer and each person signing on behalf of any proposer certified, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to T.C.A. §12-12-106.

19. COMPLIANCE WITH CONDUCT STANDARDS. Contractors shall be fully responsible for the conduct of its employees, subcontractors, representatives and agents. Loud or offensive music, language or behavior is unacceptable. Tobacco use of any type and vaping is prohibited on Dickson County School's property.

20. COMPLIANCE CERTIFICATION. The successful proposer must remain compliant with all federal, state, and local laws, regulations, and Board policies throughout the term of the contract. Failure to maintain compliance shall constitute grounds for termination.