

## Vendor Registration Agreement

### Greene County Schools

#### Vendors who conduct business with Greene County Schools are responsible to:

- Register with Greene County Schools in order to receive a contract award.
- Thoroughly read and understand the solicitation document.
- Complete bid documentation as required, including signing in blue ink.
- Provide required documentation or samples.
- Respond in a timely fashion; no late bids will be accepted.

#### General Terms and Conditions

- VENDOR REGISTRATION** – ALL BIDDERS must be registered with the Purchasing Department. Registration forms may be obtained through the purchasing office at 910 West Summer Street or online at \_\_\_\_\_.
- ADDITIONAL INFORMATION** – Requests for additional information should be routed to the Purchasing Agent at 910 West Summer Street or by calling 423-639-4194. Questions may also be faxed to 423-639-1615.
- AWARD** – Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Greene County Schools. Greene County Schools reserves the right to not award a bid. Greene County Schools further reserves the right to award a bid on an item-by-item basis, a schedule basis or an “all or none” basis, whichever is in the best interest of Greene County Schools.

In the event that two or more vendors offer products that meet specifications, other criteria and have identical pricing the bid will be awarded based on the following:

- Locality – Advantage will be given to local vendors
- History of quality service to Greene County Schools
- Bidder low on additional line item(s) in solicitation
- Best delivery
- Lot or Coin Toss

Vendors are encouraged to attend the bid opening.

- BID DELIVERY** – Late bids will not be opened. Once the Bid Committee is convened and the opening is announced, bids will no longer be received. Bids must be hand delivered or delivered by U.S. Mail or other mail delivery service. Bids may not be faxed. Greene County Schools shall not be responsible for technical difficulties experienced by vendors trying to register or submit bids.

Solicitations must arrive in a sealed envelope/box prior to entering the Greene County Schools administrative offices. Greene County Schools' personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, Greene County Schools is not responsible to provide materials (e.g., envelopes, boxes, tape) for submittals.

The envelope or box must be plainly marked on the front, left corner "**BIDS ENCLOSED**". Your VENDOR NAME, ITEMS BEING BID, and DATE OF BID OPENING must also appear on the front left corner of the envelope or box.

- e. **CONFLICT OF INTEREST** – Vendors must have read and complied with the Conflict of Interest policy referenced on the bid proposal form.
- f. **DECLARATIVE STATEMENT** – All specifications to which vendors will be held accountable shall be reduced to writing and included in the bid packet. Any statement or words (e.g., must, shall, will) are declarative statements, and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- g. **MULTIPLE BIDS** – Greene County Schools will accept multiple bids that meet specifications. Individual vendors submitting multiple bids must submit each bid separately, in a separately sealed and properly marked envelope or box.
- h. **NON-COLLUSION** – Vendors, by submitting a signed bid certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- i. **PAYMENT** – Greene County Schools uses **Purchase Orders** as a method of placing orders for products. These purchase orders will be issued from the Greene County Schools Purchasing Department and will detail the quantity, specific item(s) and the contracted price for each item. **Vendors may not issue goods or services exceeding the specifications of the purchase order. Should a vendor supply goods or services in excess of the amount specified by the purchase order, either unit price or total price, the vendor assumes liability for said goods and services. Greene County Schools will assume no liability for payment for goods and services exceeding the amount specified by purchase order.**
- j. **PROOF OF FINANCIAL AND BUSINESS CAPABILITY** – Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of the bid specifications. Greene County Schools will make the final determination as to the bidder's ability to furnish said goods and services.
- k. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS** – It is the responsibility of the prospective bidder to review the entire bid packet prior to preparing the bid and to submit questions to the Purchasing Department well in advance of the bid opening. Questions regarding bid specifications will not be entertained at the bid opening.
- l. **SIGNING OF BIDS** – In order to be considered, all bids must be signed. Please sign the original in blue ink.

- m. **TAXES** – Greene County Schools purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- n. **TITLE VI OF THE CIVIL RIGHTS ACT** – “Nondiscrimination in Federally Assisted Programs” – “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000 et seq.

It is the policy of Greene County Schools that all its services and activities be administered in conformance with the requirements of Title VI.

- o. **COMPLIANCE WITH ALL APPLICABLE REGULATIONS; NON-DISCRIMINATION AND NON-CONFLICT STATEMENT** – Vendors who conduct business with Greene County Schools agree and covenant that the company, its agents and employees will comply with all County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

Vendors conducting business with Greene County Schools agree that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the execution of business with Greene County Schools or in the employment practices of the vendor. Vendors shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendors shall covenant compliance with Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable.

Vendors shall covenant no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Vendors warrant that no part of the total contract for goods and services shall be paid directly or indirectly to any officer or employee of Greene County Schools as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.

- p. **USE OF BID FORMS** – Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- q. **EVALUATION REVIEW** – Greene County Schools reserves the right to use all pertinent information that might affect the system’s judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider’s bid, may also be noted and made part of the evaluation file. Greene County Schools shall have sole responsibility for determining a reliable source. Greene County Schools reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Greene County Schools.
- r. **SAMPLES** – Greene County Schools may request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing, will, upon request, be returned at the bidders’ expense. A request for the return of samples

must be made in writing following the opening of bids. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.

- s. **VENDOR DEFAULT** – Greene County Schools reserves the right, in case of vendor default, to procure the articles or services from other sources and to hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Greene County Schools reserves the right to remove the vendor from the System's bidders' list for twenty-four (24) months.
  
- t. **WAIVING OF INFORMALITIES** – Greene County Schools reserves the right to waive minor informalities or technicalities when it is in the best interest of Greene County Schools.

<i>Vendor</i>
<i>Contact</i>
<i>Address</i>
<i>Phone</i>
<i>Email/Web Address</i>

***In order to maintain active status as a vendor with Greene County Schools, contact information must be current. Please update contact information annually or as changes are made.***

\_\_\_\_\_

***Vendor***

\_\_\_\_\_

***Date***

\_\_\_\_\_

***Purchasing Agent***

\_\_\_\_\_

***Date***