

## REQUEST FOR PROPOSALS

PROJECT: School Nutrition Services Pizza Program (Second Request)

Sealed price proposals for the project listed above will be accepted until 4:00 PM (local time) on April 26, 2023, in City Hall Conference Room 436, 4<sup>th</sup> floor, 415 Broad Street, Kingsport, Tennessee. All proposals will be considered for award at a later date. The names of the proposers will be read on the proposal date.

All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street, Kingsport, TN 37660 and marked "SNS Pizza Program".

Submitted proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of proposals. The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive informalities in bidding and re-evaluate.

Documents for the above referenced item are available online at <https://www.kingsporttn.gov/city-services/purchasing/>. Interested parties may also contact the Schools' Procurement Department at (423) 378-2134.

By submission of a signed proposal bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

PUB 1T: 04/12/2023

Chris McCartt,  
City Manager



## **Required Documents Checklist for Bids**

Please ensure your Bid Submittal contains the items referenced below. Place a check beside each item once you have verified that the requested item is affixed or included.

The following items are required to be included with your Bid submittal:

- Signed & Notarized Compliance Affidavits Form
- Signed & Completed Bid Certification
- Signed & Completed Certification Regarding Debarment & Suspension
- Signed & Completed Certification Regarding Lobbying
- Signed & Completed Certification Regarding "Buy American"
- Completed Reference Sheet
- Signed & Completed Appendix A – Detailed Food Products
- Signed & Completed Appendix B – Detailed Equipment Products

**\*\*\*Failure to include the above referenced items  
may result in rejection of your Bid\*\*\***

## **REQUEST FOR PROPOSAL**

City of Kingsport, on behalf of the Kingsport City Schools Nutrition Program, is soliciting proposals for a pizza foodservice program to be utilized by Dobyons-Bennett High School beginning in the 2023-2024 school year. The City of Kingsport Procurement Manager will receive sealed bids until 4:00 PM, Eastern Time, April 26, 2023, and at that time publicly open the bids in Conference Room 436, City Hall, located at 415 Broad Street, Kingsport, Tennessee.

The objective of this RFP is to select a firm in such a manner as to provide for open and free competition and comparability. The selected firm will be required to provide a complete solution for establishing, maintaining, and running a pizza foodservice program at Dobyons-Bennett High School, 1 Tribe Way, Kingsport, Tennessee.

### **Bid Period**

The bid period begins April 12, 2023 and ends April 26, 2023 at 4:00 PM.

Sealed written bids will be received at the time and place specified. Postmark on the Bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed or electronic bid documents will not be accepted. All bids will be considered for award or rejection at a later date.

### **Vendor Qualifications**

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions
- Demonstrate successful past performance

A potential bidder may be rejected for one or more of the following reasons:

- Inadequate or unacceptable product lines
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate truck fleets to handle predicted volume of goods
- Inadequate sanitation
- Documented unacceptable product
- Bid specifications and/or bid conditions not met

### **Food Products and Supplies**

The prospective firm shall provide all food products and supplies necessary to implement and run the pizza foodservice program. The specific products and supplies along with their corresponding quantities are outlined in Appendix A of this request for proposals document.

All food products must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Sanitary Food Transportation Act of 1990.

Pizza dough must meet USDA guidelines as a single serving reimbursable pizza, must meet a three (3) ounce grain equivalent, and should be pre-pressed and docked. The dough should be proof ready (raw) and not par-baked. It should perform as a pan style pizza and have the flexibility to make calzones and oven baked fold-over style sandwiches.

Cheese supplied must be one-hundred percent (100%) skimmed, shredded mozzarella and be IQF.

Pizza sauce shall be packaged and delivered in bags or approved containers and be made from crushed tomatoes, not tomato paste.

Any toppings offered shall have no fillers or extenders.

Pizza boxes should be clam-shell style and be delivered pre-assembled with an area designated for cafeteria staff to mark both time and flavor.

The entire pizza should be able to be fully baked on a conveyer oven system in three and one half (3 ½) minutes or less.

**Equipment and Small Wares**

The prospective firm shall provide all equipment and small wares necessary to effectively operate the pizza foodservice program. The specific equipment and small wares along with their corresponding quantities are outlined in Appendix B of this request for proposals document.

All equipment should be delivered in new condition and be produced by a reputable manufacturer.

The pizza oven and warming cabinet equipment will be purchased out-right by Kingsport City Schools, with no financing or payment arrangements.

**Temperature**

All food products must be properly stored and transported by the proposing firm at appropriate temperatures, using refrigerated trucks.

**Delivery**

The successful bidder will be notified. The successful bidder is required to provide the names of the drivers and finalize plans for the year within two weeks of notification for first orders for delivery on August 1, 2023 before 9:30 AM.

Items are to be delivered to Dobyons-Bennett High School, 1 Tribe Way, Kingsport, TN 37664.

It is required that the delivery times be scheduled to the satisfaction of the school's cafeteria manager. No deliveries will be received while meals are being served. We reserve the right to refuse products that are delivered late, show evidence of damage or do not meet specifications. The delivery must be documented with a legible invoice with the correct bid price, quantity and extension. The school's cafeteria manager or their designee must sign all invoices at the time of delivery. Unsigned invoices will not be paid. It is requested that the successful bidder provide duplicate order forms for the convenience of both parties. The successful bidder is required to provide product on clean crates or boxes for proper storage at each school.

No substitutions of delivery days or times can be made without prior approval of the Director of School Nutrition Services. Delivery schedules will be altered to meet holiday and snow day schedules. Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by KCS and the successful bidder. The calendar for the school year can be supplied upon request. Deliveries will be made FOB destination to the school. Adjustments for inclement weather, national or local emergencies will include each utilizing any product delivered prior to the school closing. The system will notify the vendor as soon as possible if deliveries need to be rescheduled or delayed. Stock is to be placed adjacent to the appropriate storage area as designated by the school's cafeteria manager or their designee.

If applicable, deliveries must be made in mechanically refrigerated truck maintaining an appropriate temperature for the items being shipped (below freezing for frozen goods, 40 degrees Fahrenheit and below for other refrigerated perishables, etc.) and according to HACCP (Hazard Analysis and Critical Control Points). School Nutrition Services reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition suitable for the transport of food items, supplies, etc.

Each carrier shall furnish a Certificate of Insurance issued by an insurance company showing that City of Kingsport will be protected from loss or damage to property of third persons or to the carrier's own property, loss or damage to Kingsport City Schools' commodities, and injury or death to third persons or the carrier's employees. Carrier will assume full common liability of all shipments.

In the event vendor fails to deliver on the specified date and does not notify the Director of School Nutrition Services, the City reserves the right to terminate the contract in whole or in part by providing notification in writing. The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.

**Orders**

The School Nutrition Supervisor, or her designee, shall place orders based on the school's needs.

**Training**

The proposing firm agrees to provide on-site training to cafeteria staff. Such training will provide a minimum of one (1) full day of training, with follow-up training sessions as needed. All training will be provided free of charge.

Other training solutions, such as video or online are also encouraged to be offered.

**Cost plus Fixed Fee**

This is a cost-plus fixed fee proposal, wherein the price of the food products may fluctuate according to market conditions. Kingsport City Schools' pricing for food products and supplies will be the vendor's cost plus a firm, fixed fee. The firm, fixed fee shall remain the same throughout the contract period.

For purposes of this proposal, prospective bidders should use pricing of pizza and related products that would be sold to Kingsport School Nutrition Program for the week beginning August 7, 2023.

**Pricing Escalation and De-escalation**

Pricing of food products and supplies for Kingsport City Schools may escalate or de-escalate in accordance with market conditions, as the awarded vendor's cost of purchase for the products escalates or de-escalates. This pricing escalation or de-escalation shall occur no more than weekly. Any price escalations or de-escalations must be announced to the School Nutrition Program as soon as they are available. The School Nutrition Program requires that appropriate documentation to support any change in price be made available upon request. Refusal to provide requested documentation may be considered a breach of contract.

**RFP Pricing Evaluation**

Each proposer should quote on all items listed in the RFP document. The total bottom line cost will be determined by multiplying each item's quoted price times the estimated usage figure and adding the extended dollar figures. In the event a vendor fails to quote a price on an item, the highest price for that item from all quotes received will be inserted to calculate the bottom-line price. Kingsport City Schools will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bottom-line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

**Usage Quantities**

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on projected sales. Inclusion of items on RFP does not guarantee purchase.

**RFP Forms and Completion**

All columns of the RFP document must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid. Mathematical calculations involving decimals must be carried to two (2) places.

Should a proposer find discrepancies or omissions from the RFP document or be in doubt as to their meaning, they shall at once request clarification from Sandra Sloan, Assistant Procurement Manager, Schools, [ssloan@k12k.com](mailto:ssloan@k12k.com). No verbal interpretation will be given.

It shall be the sole responsibility of the proposer to make certain that all responses in proper form are submitted by the RFP deadline as stated. Item cost must include delivery to Doby's Bennett High School.

The RFP document, Compliance Affidavit, debarment/suspension certification statement, certificate of lobbying, and Buy American waiver forms must be completed and signed. NOTE: The Compliance Affidavit shall be signed and notarized. All original forms must be signed by a person with authority to bind the firm. The response must be sealed in an envelope that is labeled according to the directions stated.

**RFP Award and Protest Procedures**

RFP responses will be opened at 4:00 PM on April 26, 2023 at City Hall, 415 Broad Street, Kingsport, Tennessee in Conference Room 436. Responses will be examined for compliance with specifications and conditions outlined in the RFP document. Only the proposer's names will be read.

Consideration will be given to all responses properly submitted. Responses will receive appropriate confidentiality before awarding. Upon award, documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the proposer will be bound to honor their response as submitted.

City of Kingsport will score responses to this RFP based on the below matrix.

<b><u>Criteria</u></b>	<b><u>Possible Points</u></b>
Pricing	35
Product Offered	35
Performance Capability	20
References	10

The responder with the highest points after applying this matrix will be awarded the contract. City of Kingsport reserves the right to request additional information or clarification from proposers in order to correctly score the RFPs.

The City reserves the right to accept or reject any or all bids. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Brent Morelock, Procurement Manager, City of Kingsport, no later than five (5) working days after the award. The hearing official will disclose the dispute to the Tennessee State Department of Education School Nutrition office. The steps for dispute resolution are as follows:

1. A meeting with the Director of KCS Nutrition Services, the City of Kingsport Procurement Manager, the hearing official and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.

City of Kingsport agrees to use the designated supplier as the exclusive source for the various items and services as listed herein as well as for comparable substitutes. But, from time to time, the City may have the opportunity to take advantage of special one-time purchases from other sources. This agreement does not preclude the City from its ability to purchase such items from other sources when it is in the best overall interest of the City. However, before making such purchases, Kingsport City Schools Nutrition Services will contact the successful vendor from this bid and allow the vendor the opportunity to provide the same or comparable product at the discounted price.

#### **Contract Period and Renewal**

The contract period begins July 1, 2023 and ends June 30, 2024.

City of Kingsport reserves the right to renew all aspects of the contract resulting from this bid for an additional four (4) years in one year increments. Kingsport School Nutrition Program reserves the right to add/or delete products during the contract period. Pricing for added items shall be based on the same pricing formula as was used to develop the pricing for the original bid. City of Kingsport will notify the Vendor of their intention to renew the contract no later than April 1. A written response will be due from the Vendor no later than April 15.

If the effective dates of this proposal extend beyond June 30 of the current fiscal year, it shall be understood that purchases in the next fiscal year are conditional on the receipt of federal and/or state funds. In the event of the discontinuance or a decrease in federal and/or state funds, Kingsport City Schools reserves the right to change the item identifications, decrease items and/or delete items.

#### **Contract Termination**

If the Vendor fails in full or part to perform or comply with any provision of the Contract or the terms or conditions of any documents referenced and made a part hereof, the City may terminate the Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any Vendor with continued poor performance will be removed from the potential vendor list for one year.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse schools for excess costs incurred by such a purchase.

Reasons for product rejection may be any one of the following:

- Quality
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications
- Breach

A party shall be deemed to have breached the contract if any of the following occurs:

1. Failure to provide products or services that conform to contract requirements; or
2. Failure to maintain/submit any report required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract; or
4. Violation of any warranty

#### **Kingsport City Schools Action in Case of Breach**

Upon the occurrence of any event of breach, City of Kingsport may take any one, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate the contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under the contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as City of Kingsport determines that the Vendor has cured the breach, shall not be paid to the Vendor until the Vendor has cured the breach;
3. Set off against any other obligation City of Kingsport may owe to the Vendor any damages the City suffers by reason of any event of breach;
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

#### **Contract Termination for Cause**

If the Vendor fails to properly perform its obligations under the contract in a timely or proper manner, or if the Vendor violates any terms of the contract, the City shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

In the event the contract is terminated for due cause by the City, the City shall have the option of awarding the contract to the next lowest bidder or re-bidding.

#### **Contract Termination for Convenience**

City of Kingsport may, by written notice to the Vendor, terminate the contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the City. The City must give notice of termination to the Vendor at least 30 days prior to the effective date of termination. The Vendor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the City be liable to the Vendor for compensation for any service which has not been rendered. Upon such termination, the Vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **Regulation Compliance**

All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).

All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.

Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).

A Certificate of Lobbying must be signed for all contracts over \$100,000.

A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.

Bidders must comply with the “Buy American” provision as outlined in Policy Memorandum 210. 21-14.

The successful vendor shall be required to conduct criminal background checks on all individuals who may come on school property as required by T.C.A § 49-5-413(d).

All property or services furnished must comply with all applicable Federal, State, and Local laws, codes, and regulations.

### **Buy American Requirement**

The “Buy American Requirement” requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note this rule applies to “Private Labels” as well as other labels. The legislation defines “domestic commodity or product” as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. All Vendors are required to complete the attached Buy American Form. If the supplier offers a Non-American product due to the fact that he/she feels the cost of the domestic product is significantly higher, then the supplier must list the price for the domestic product as well as the price for the Non-American product on the Certification Regarding “Buy American” Requirement. It will be up to the School Nutrition Program to decide to purchase the American or Non-American product.

### **Code of Conduct**

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

1. No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
  - a. The employee, officer or agent;
  - b. Any member of the immediate family;
  - c. His or her partner; or
  - d. An organization which employs or is about to employ one of the above.
2. KCS employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
3. Penalties for violation of the code of conduct shall be:
  - a. Reprimand by the Board of Education;
  - b. Dismissal by Board of Education; or
  - c. Any legal action necessary.

### **USDA Non-Discrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: <https://www.usda.gov/oascr/home>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by mail to U.S. Department of Agriculture, Office



of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; by fax to (202) 690-7442; or email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

### **Invoices and Statements**

All monthly statements are to be issued to include and end with the cut-off date which will be the **last day of the month**.

A delivery ticket must be furnished at the time of delivery. Delivery ticket and/or invoice must be signed by the school's cafeteria manager or designee; show purchase order number, quantity, and price of each item delivered and total amount of the order. Unsigned invoices will not be paid. If an item must be returned or is rejected, the invoice must be signed by the school's cafeteria manager or designee and the person delivering.

At the end of each month, a separate statement showing invoice numbers and dates of delivery must be mailed to Kingsport City Schools, School Nutrition Services, 400 Clinchfield Street, Suite 200, Kingsport, TN 37660.

### **Payments**

Invoices will be balanced with the statement and processed for payment. If incorrect pricing is sent on invoices, corrections will be made before payment. Statement must include any credits issued during the month.

All products supplied under the contract are tax exempt. An exemption certificate will be furnished upon request. Kingsport City Schools will make every effort to pay all invoices by the tenth working day of the following month. Any monetary penalties assigned to Kingsport City Schools based on late payment as issued by the vendor **MUST** be paid by non-school nutrition funds. Vendors must pursue penalty collection from the local Board of Education funds.

If any agreement results from this bid invitation, Kingsport City Schools shall be bound hereunder only to the extent of funds available or which may hereafter become available for the purpose of this agreement.

### **Audit Procedures**

Audits may be made of the Contractor's invoice costs records twice per year (once during the first six months, and the second one during the second six months) or at any time weekly price reviews indicate that a problem might occur. The Contractor shall be given notice of the intent of the district to conduct an audit with the date scheduled a minimum of two weeks in advance. A list of items and dates of price change shall be given three (3) working days in advance. The School Nutrition Program reserves the right to audit the initial bid prices if a comparison of all bidders indicates that the prices submitted might be questionable.

### **Records Retention**

The awarded contractor will be required to retain all books, records, and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Nutrition Program, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

### **Usage Reporting**

The awarded contractor shall be required to submit product usage reports as requested by the School Nutrition Program Supervisor. Based on the request from the School Nutrition Program Supervisor, these reports shall be submitted for total quantity delivered in total or by school.

## **GENERAL INSTRUCTIONS FOR REQUEST FOR PROPOSAL RESPONSES**

### **Compliance with RFP**

Submissions must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

Requests for additional information or clarifications by potential Bidders must be made in writing. Bidders may email requests for additional information or clarifications to Sandra Sloan, Assistant Procurement Manager, Schools, [ssloan@k12k.com](mailto:ssloan@k12k.com).

Prior to the due date, responses to inquiries and all RFP Amendments City of Kingsport deemed necessary will be issued and published on the solicitation web page. Proposers should not rely on any representations, statements, or explanations other than those made in any written addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Addenda will be made available on the solicitation web page and it is solely the Proposer's responsibility to assure receipt of all addenda.

Solicitation Web Page is: <https://www.kingsporttn.gov/city-services/purchasing/invitations-to-bid-requests-for-proposals-requests-for-qualifications/>

### **Delivery of RFP Response**

Submissions will be accepted by the City of Kingsport no later than **4:00 PM April 26, 2023** (local time). Late bids will not be accepted.

All documents shall be submitted to the following:

City of Kingsport  
Procurement Manager  
415 Broad Street  
Kingsport, TN 37660  
KCS PIZZA PROGRAM RFP

All submissions must be written, sealed, and labeled as a response to this RFP. Electronic or faxed submissions will not be accepted.

### **Award of Contract**

City of Kingsport further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive or conditional bids. Kingsport City Schools may conduct such investigations as it deems necessary to assist in the evaluation of any bid to establish the responsibility, qualifications, and financial ability of the bidder, proposed sub-contractors and other persons and organizations to perform the work in accordance with the contract documents to the bidder who does not pass any such evaluation to the owner's satisfaction. City of Kingsport does not enter into contracts which provide for mediation or arbitration.

### **Title VI of the Civil Rights Act of 1964**

All interested parties, without regard of race, color or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states "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 activity receiving Federal financial assistance." City of Kingsport for it Kingsport City Schools strives to protect individuals' civil rights through active compliance with the requirements of Title VI.

### **Warranty**

The vendor shall provide warranty information on the equipment, components, and items bid with the bid submittal.

### **Errors in Bids**

When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications or bidding schedule, is made at the risk of the bidder.

### **Taxes**

All products supplied under the contract are tax exempt. A certificate of exemption will be issued upon request.

**Tie Bids**

If two or more bidders submit identical bids and are equally qualified; selection shall be made at the discretion of the City based upon performance.

**Background Checks**

In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

**Specification Details**

These specifications have been designed to meet a certain level of quality as well as to standardize certain components. In numerous places reference to specific brands of components may have been made. This has been done to establish a certain level of quality and in no way is an attempt to write out vendors of similar or equal equipment components.

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: \_\_\_\_\_

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

\_\_\_\_\_

5. Are you or any officers/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? \_\_\_\_\_ Yes \_\_\_\_\_ No

If you answered yes please state the name of the employee or board member

\_\_\_\_\_

6. By submission of this form, the vendor is certifying that no conflicts of interest exist.

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act ( TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and

in the case of a joint bid/quote/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 vendor is not on the list created pursuant to § 12-12-106.

**NON-COLLUSION:**

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:**

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

**NON-BOYCOTT OF ISRAEL AFFIDAVIT**

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: \_\_\_\_\_

BY (NOTARY PUBLIC): \_\_\_\_\_

MY COMMISION EXPIRES ON: \_\_\_\_\_

BID CERTIFICATION

We have carefully examined and fully understand the terms and conditions of the Request for Proposal in furnishing the City of Kingsport School Nutrition Services prices for the items requested.

In compliance with the bid awards, and subject to all terms and conditions listed herein, the undersigned offers and agrees to sell to the City of Kingsport School Nutrition Services all items as quoted. It is understood that all prices quoted include any and all delivery charges and are not subject to finance charges. We guarantee the items to be as specified, delivered to schools or warehouse and that unloading will be done in the presence of the warehouse supervisor, school nutrition manager or designee so that quantities, brands, and condition of product may be verified. We further agree to provide invoices in duplicate at time of delivery where weight, count, and specification will be verified before the warehouse supervisor, school nutrition manager or designee affixes a signature. We also agree that any item quoted by us that does not meet specification or is damaged or unlabeled will be returned at our expense.

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

---

NAME OF AUTHORIZED REPRESENTATIVE

---

TITLE OF AUTHORIZED REPRESENTATIVE

---

COMPANY

---

ADDRESS

---

EMAIL

---

TELEPHONE

FAX

---

DATE

CERTIFICATION OF BIDDER REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

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

---

COMPANY NAME

---

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE(S)

---

SIGNATURE

DATE

**ATTACHMENT CERTIFICATION  
REGARDING LOBBYING**

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS**

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

**We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.**

Two situations may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

**Requested Waiver Items**

Product Description	Vendor Item #	Reason for Waiver Request	Approved

*\*use additional pages if needed*

**Note: Approved column is for the SNP purchaser to indicate if they will accept the non-American product or if they reject that item. The SNP will contact the vendor if item is rejected.**

**“We certify that our food products were manufactured in the United States and have at least 51% U.S. contents.”**

**Date** \_\_\_\_\_

**Vendor Name** \_\_\_\_\_

**Completed By** \_\_\_\_\_

**REFERENCES FORM**

*Use this form to provide details of at least three (3) references with firsthand knowledge of your firm's ability.*

**Reference #1:**

Name: \_\_\_\_\_

Location (City, State): \_\_\_\_\_

Representative knowledgeable about abilities:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Reference #2:**

Name: \_\_\_\_\_

Location (City, State): \_\_\_\_\_

Representative knowledgeable about abilities:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Reference #3:**

Name: \_\_\_\_\_

Location (City, State): \_\_\_\_\_

Representative knowledgeable about abilities:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Attach additional pages as necessary.  
*White County reserves the right to contact the client representative for this project.*

**APPENDIX A – DETAILED FOOD PRODUCTS & SUPPLIES**

<b>Item #</b>	<b>Description</b>	<b>Est. Usage</b>	<b>Product #</b>	<b>Pack</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Pizza Crust Dough	110,000				
2	Pizza Sauce	176				
3	Mozzarella Cheese	352				
4	Sliced Pepperoni Pizza Topping	176				
5	Sausage Pizza Topping	176				
6	Pizza Box	110,000				
<b>Extended Total</b>						

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B – DETAILED EQUIPMENT & SMALLWARE**

<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Equipment Brand</b>	<b>Equipment Model</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	3 Shelf Aluminum Rack with Casters	4				
2	Anodized Pizza Pans	800				
3	Small Ware Package (provide listing of items included)	2				
4	Miscellaneous Items (provide listing of items included)	2				
<b>Extended Total</b>						

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **Required Documents Checklist for Bids**

Please ensure your Bid Submittal contains the items referenced below. Place a check beside each item once you have verified that the requested item is affixed or included.

The following items are required to be included with your Bid submittal:

- Signed & Notarized Compliance Affidavits Form
- Signed & Completed Bid Certification
- Signed & Completed Certification Regarding Debarment & Suspension
- Signed & Completed Certification Regarding Lobbying
- Signed & Completed Certification Regarding “Buy American”
- Completed Reference Sheet
- Signed & Completed Appendix A – Detailed Food Products
- Signed & Completed Appendix B – Detailed Equipment Products

**\*\*\*Failure to include the above referenced items  
may result in rejection of your Bid\*\*\***