

REQUEST FOR PROPOSALS

Sealed price proposals for the following will be received by the Procurement Manager until 4:00 PM (Eastern Time) on November 9, 2022, and at that time publicly opened in Conference Room 436, 4th floor, City Hall, located at 415 Broad Street, Kingsport, Tennessee. All proposals will be considered for award at a later date.

PROJECT: Temporary Employment Services for Kingsport City Schools

Documents for the above referenced project are available online at <https://www.kingsporttn.gov/city-services/purchasing/> . Interested parties may also contact the Kingsport City Schools Procurement 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.

Submitted proposals may not be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street, Kingsport, TN 37660 and marked "Temp Services - KCS". 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-advertise.

PUB 1T: 10/09/2022

Chris McCartt,
City Manager

REQUEST FOR PROPOSAL

TEMPORARY EMPLOYMENT SERVICES FOR KINGSPORT CITY SCHOOLS

The intent of this Request for Proposal (RFP) is to obtain fixed price proposals from vendors to provide temporary employment services for various Kingsport City Schools positions on an as-needed basis. The City of Kingsport (City) on behalf of its Kingsport City Schools (KCS) reserves the right to make awards to one or more vendors as best meets its needs. Staffing assignments may be one day or one week while other assignments may last a few months. Kingsport City Schools does not guarantee any minimum amount of service hours.

The specifications contained within this proposal package are the minimum requirements. Any omission shall not relieve the Vendor of furnishing quality service in a timely manner. Any variances must be clearly identified.

No contract entered into as the result of the Vendor response to this document may be subject to any type of non-disclosure agreement.

Submittal Procedures

Proposals must be submitted to the Procurement Manager, City of Kingsport, 415 Broad Street, Kingsport, TN 37660, no later than 4:00 PM, Eastern Time, on November 9, 2022. Proposals will be opened in Conference Room 436, 4th Floor, City Hall.

One original proposal signed by an authorized representative and two (2) copies (for a total of 3) along with an electronic copy shall be enclosed in a sealed envelope addressed as follows:

City of Kingsport
Procurement Manager
415 Broad Street
Kingsport, TN 37660

Please mark envelope "Temp Services for KCS",

Proposal submittals, modifications, or corrections received after the scheduled closing time will not be considered and will be returned unopened. The City and KCS are not responsible for delays in delivery by mail, courier, etc.

No submitted proposals may be withdrawn for a minimum of one hundred twenty (120) days after proposal opening.

No oral interpretation will be made by any Vendor as to the meaning of the proposal specifications or any part thereof. Each written request for clarification or interpretation shall be made in writing to the City.

NOTE: It is the intent of the City to issue one (1) addendum, if necessary, to answer any and all Requests for Information or Clarification (RFI). All RFI's shall be submitted to the Assistant Procurement Manager, Schools, by email (ssloan@k12k.com) and must be received by 4:00 PM, Eastern Time, on October 26, 2022. The addendum will be issued by 4:00 PM, Eastern Time, on November 4, 2022, and will be available online at <https://www.kingsporttn.gov/city-services/purchasing/invitations-to-bid-requests-for-proposals-requests-for-qualifications/>.

It shall be the Vendor's responsibility to make inquiry as to the addenda issued. Any and all addenda shall become part of the specifications and all vendors shall be bound by such addenda, whether or not received by vendor.

Minimum Proposer Requirements

All proposers must:

- Have at least two (2) years previous experience (minimum) of providing Temporary Employment Services of similar requirements.
- Have sufficient and skilled staff to perform the Services required
- Include a reference page, which shall contain contact names, telephone numbers, and email addresses, which KCS can use in the verification process;
- Be an equal employment opportunity employer, abide by the Title VI guidelines and all applicable state and federal laws
- Provide signed and notarized Compliance Affidavits Form
- Provide proof of the minimum insurance requirements

Acceptance/Rejection of Proposals

The City on behalf of Kingsport City Schools reserves the right to accept any or all proposals and make the award to the vendor(s), who in the opinion of the City, is in their best interest. Considerations in the award shall be: company and employee qualifications, service guarantee, and necessary resources for the job, agreement with the City's terms and conditions, and cost; in compliance with the City's Code of Ordinances.

Vendor Proposal - The City reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award, has failed to deliver on time contracts of similar nature, who has been suspended or disbarred from doing business with the City, or who is not in a position to perform properly under this contract.

The City, in accordance with its governing directives, reserves the right to reject any or all proposals and to waive informalities, irregularities, and technicalities in the request for proposal process and to issue a new request for proposals, and unless otherwise specified by the vendor, to accept any item.

The intent of this RFP is to award Temporary Employment Services to two primary vendors. However, the City maintains the right to utilize the services of other Temporary Services Providers in the event we determine it is in our best interests to do so. Should we change vendors in the future per this RFP, we may refer your employees who are working for the KCS or your referrals to the new vendor.

Insurance Required

During any work performed by the successful Vendor(s) on the premises of KCS or otherwise, the successful Vendor(s) agrees to take such measures as will effectively prevent any accident to person(s) or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense, and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Vendor and the City and their representative agents and employees, occasioned in any way by the acts or omissions of the Vendor, or the Vendor agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.

The successful Vendor shall maintain such insurance as will protect from claims under Workers Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.

Insurance required (minimum):

1. One Million Dollars (\$1,000,000.00) limit Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability.

2. One Million Dollars (\$1,000,000.00) Malpractice Insurance per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.
3. All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."

The insurance requirements will be effective for the life of any agreement entered into by the Vendor and the City.

General Terms & Conditions

Taxes – The City is exempt from Federal Excise Tax, State of Tennessee and local sales tax. The Vendor must quote prices which do not include these taxes, unless by law the taxes must be a part of the price. Exemption certificates will be furnished upon request.

F.O.B. – All prices will be quoted F.O.B. Kingsport, Tennessee; delivery to Kingsport City Schools' location without additional charge.

Indemnification – The City of Kingsport, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any service and/or materials furnished by the Vendor, provided that such liability is not attributable to negligence on the part of the using agency of failure of the using agency to use the materials in the manner outlined by the Vendor in descriptive literature or specifications submitted with the Proposal. The City will not indemnify the successful Vendor.

Patent Liability – The successful Vendor, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through an agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the City.

Limitation of Remedies – Any remedies in the Vendor's Proposal, to include Agreement, License Product Agreement, Terms and Conditions, Literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.

Background Checks – All Proposers shall comply with T.C.A. § 49-5-413, which requires a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for any person prior to permitting that person having contact with students or entering school grounds when students are present. Proposer must certify that all of its employees will, prior to having contact with students or entering on school grounds when children are present, successfully complete the required background check or otherwise complied with T.C.A. § 49-5-413(d) and have no disqualifications under T.C.A. § 49-5-413(d).

All agreements related to the purchase and sale of any product pursuant to this proposal document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."

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

All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial.

Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

All contracts, purchase orders, and any documents or material obtained by KCS may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.

Payment

Payment to the Contractor shall be made net thirty (30) days after monthly invoice is submitted.

Assignment

Neither party to the contract shall assign the contract or subcontract it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder, without the previous written consent of the City.

Specifications

All bidders must comply with the specifications as outlined below:

Minimum Requirements

All proposers must:

- Have at least two (2) years previous experience (minimum) of providing Temporary Employment Services of similar requirements.
- Have sufficient and skilled staff to perform the Services required
- Include a reference page, which shall contain contact names, telephone numbers, and email addresses, which KCS can use in the verification process;
- Be an equal employment opportunity employer, abide by the Title VI guidelines and all applicable state and federal laws
- Provide signed and notarized Compliance Affidavits Form
- Provide proof of the minimum insurance requirements

Vendor Background Screening Services

Provide best qualified candidates for temporary positions. Vendor should include their employment process/practices which should include, but not limited to:

1. I-9 verification
2. E-Verify
3. Criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation
4. Skills assessment
5. Drug Screen
6. Essential Function test

Contact Personnel

A good working relationship must develop between the KCS and the successful vendor. The vendor will provide a contact(s) to handle billing inquiries and service related issues. In the event the usual contact is unavailable, the vendor will notify Human Resources of the change.

Authorized Kingsport City Schools Contacts

Kingsport City Schools authorizes the following person to request services from the selected vendor(s):

- Jennifer Guthrie , Human Resources Director

Price Structure

Vendors are to quote for each service listed herein and any volume discounts with thresholds for discounts:

Referral Bill Rate (markup %) – applicants referred by KCS

Regular Bill Rate (markup %) – applicants recruited by the Vendor

Temporary Positions

Estimated starting pay rate before any markup (No hours guaranteed). School Nutrition Services Workers may be included at a later time and negotiated at that time.

- Custodian \$11.18 - \$12.11
- School Secretary \$13.89 - \$15.04
- Bookkeeper \$13.89 - \$15.04
- HR Assistant \$16.05 - \$17.38
- Payroll Assistant \$16.05 - \$17.38
- Office Assistant \$12.02 - \$13.01

Vendor Responsibilities

1. Provide competent workers with the qualifications specified for each job assignment.
2. Provide replacement workers within a timely fashion after receipt of call when KCS determines that a temporary worker is not acceptable. KCS reserves the right to reject or to have replaced any temporary workers judged deficient by the ordering department/division.
3. Ensure that temporary workers assigned have met the screening process of the vendor.
4. Ensure that all temporary workers in a manual labor position can fulfill the physical requirements of the job. This includes but is not limited to lifting requirements and the use of certain hand or power tools. If temporary workers are unable to use certain tools or vehicles/equipment due to workers compensation liability to the temporary service, Kingsport City Schools will be informed before the temporary workers are placed.
5. Ensure all temporary workers report to work at the specified facility at the scheduled time and in the proper attire. Understand that if temporary workers do not show up on time or in appropriate attire, KCS reserves the right to request a different worker or to cancel placement.
6. Understand that refusal or inability to wear provided personal protective equipment (PPE) or participating in an unsafe act will result in temporary worker being dismissed or refused.
7. Understand that the "Hourly Rate Billed to Kingsport City Schools" will be straight time up to forty-hours. The straight-time rate shall be increased by a factor of 1.5 for each hour worked, during a single workweek, in excess of forty hours (overtime), provided the using/ordering department authorized such excess hours.
8. Understand that Kingsport City Schools will not pay for holiday hours or for hours that the company closes due to inclement weather or company-wide meetings.
9. Understand the vendor is solely responsible for the provision of and payment for all workers compensation claims. The City of Kingsport and Kingsport City Schools do not and will not assume any liability for any worker's compensation claims, injuries or other claims that a temporary worker may file. Such claims shall be the sole responsibility of the contractor.

Driver's License

Certain positions may require valid Driver's Licenses.

If driving is a requirement of a position, Kingsport City Schools will require a Department of Motor Vehicle check before the temporary worker begins work. The cost of this service shall be incurred by the vendor. A copy of the DMV report may be required.

Employed by the Vendor

The vendor shall employ all temporary workers. The vendor shall be responsible for all payroll, taxes, worker's compensation, insurance and other federal and state requirements for temporary workers. The employer is not the City of Kingsport or Kingsport City Schools.

Fair Labor Standards Act (FLSA)

Kingsport City Schools will not be considered a joint employer of the vendor's temporary works under this contract. Furthermore, KCS will not be liable for violations of the Fair Labor Standards Act (FLSA). Specifically, the vendor shall:

1. Determine the FLSA status (exempt or non-exempt) status of their employees.
2. Keep track of the total hours its employees actually work, for all employers, in each work week.
3. Compute and pay its employee's worker's wages, including overtime and benefits.
4. Maintain FLSA required records for its workers.

Workers Compensation

Contractor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise.

Hiring of Temporary Employees

Vendors are to provide temp to hire provisions (hours worked and/or duration of assignment) in their proposal.

Reporting

Vendor will provide quarterly report summarizing hours per employee per assignment for the year to date in addition to billings. The agency will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this contract and make such materials available to Kingsport City Schools at our request during the period of this contract.

Interviews

Depending on the length or type of assignment, resumes and interviews may be requested. Kingsport City Schools reserves the right to reject any temporary worker for any reason.

Timecards

The vendor shall supply all temporary workers with time cards or other appropriate timekeeping methods. Hours worked will be signed on a daily or weekly basis by a Kingsport City Schools supervisor. Kingsport City Schools will pay only for actual hours worked at the designated location.

Employment of Kingsport City Schools Employees

The Agency will not engage, on a full or part-time, or other basis during the period of the Contract, any City or School employee.

Contract Renewal Options

The contract will be awarded for a period of three (3) years, starting upon award of proposal, with a renewal option on an annual basis in one (1) year increments, providing all terms, conditions, and costs are acceptable to both parties. Kingsport City Schools reserves the right to request new proposals near the end of any contract period.

Contract Cancellation

Kingsport City Schools may cancel this Agreement at any time and for any reason, without cause and for its convenience, upon 30 days written notice to the Vendor.

Non-appropriation of Funds

It is understood and agreed between the parties that if any agreement results from this RFP invitation, the entities shall be bound hereunder only to the extent of funds available or which hereafter may become available for the purpose of this agreement.



Required Documents Checklist for Proposals

Please ensure your Proposal 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 Proposal submittal:

- Signed & Completed Proposal Including Reference Page
- Signed & Notarized Compliance Affidavits Form
- Signed & Completed Bid Certification
- Signed & Completed Certification Regarding Debarment & Suspension
- Signed & Completed Certification Regarding Lobbying
- Signed Regulation Compliance Regarding SNS Funding
- Proof of Minimum Insurance Requirements

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

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: _____

**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 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.**

Organization Name

Bid Number

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

Signature(s)

Date

REGULATION COMPLIANCE REGARDING
SCHOOL NUTRITION FUNDING

- A. ENVIRONMENTAL TOBACCO SMOKE: Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Proposer shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines.
- B. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. Energy Policy and Conservation Act. Applies to all contracts. All contracts must recognize appropriate mandatory standards and policies relating to energy efficiency which are contained in the State's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163 Statute 871) (PL94-165).
- D. 2 CFR 200.326(i), Suspension and Debarment - Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential proposer must certify eligibility by signing the included form.
- E. 2 CFR 200.326, Restrictions on Lobbying - Applies to contracts renewals in excess of \$100,000.00. Proposers must comply with the certification and reporting requirements of 2 CFR 200.326(j).
- F. Encouraging Small and Minority Owned Businesses 2 CFR 200.321 - To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.

BIDDER: Please cite your company classification as classified by the State of Tennessee, in the appropriate block:

- Minority Firms
- Women's Business Enterprise
- Labor Surplus Area Businesses
- Minority Owned Businesses
- Other _____

(Company Name)

- G. 2 CFR 200.319(c) Drafting of RFP Specifications - Requires that any person that develops or drafts specifications, requirements, statements of work, invitations RFP, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.

- H. 2 CFR 200.319(c) Local Geographical Preferences - Local geographical preferences shall be prohibited as specified in 2 CFR 200.319, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- I. Non-Collusion Affidavit – The form states the proposer agrees and understands the affidavit and is required to be signed.
- J. § 50-9-113, Drug-Free Workplace Affidavit – A form required to be signed to affirm company is compliance.
- K. Certification of Compliance with Tennessee Public Chapter #587 - Requires background checks for employees of proposers under certain situations
- L. Certification of Compliance with IRAN Divestment Act – A local form required to be signed by the bidder for each bid-
- M. Title VI of the Civil Rights Act of 1964 - No person shall, on the grounds 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.
- N. Title IX of the Education Amendments of 1972 - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student- to-student harassment.
- O. Buy America
 This SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Note that products must be both produced and processed in the U.S.
 Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the “Buy American Certification Form” and submitted with the bid. If a request for an exception occurs after the time of the bid and during the contract period, it must be submitted in writing to (insert official’s name and contact information), a minimum of (insert number) day(s) in advance of delivery.
 Failure to complete and sign the “Buy American Certification Form” and include it with the bid response will be considered a non-responsive bid.
 If the bidder ships items that have not been approved by the SFA during the contract period, the non-compliance will be addressed as a breach of contract.

DECLARATION/STATEMENT BY PROPOSER

The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-Successful proposers have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).

All proposers must fully execute all RFP forms including RFP document and all forms included within the packet.

The original document cannot be changed in format or in items requested.

EQUAL OPPORTUNITY / NON-DISCRIMINATION

Kingsport City Schools is an equal opportunity affirmative action employer.

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, disability, age, 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, audiotape, 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: http://www.ascr.usda.gov/complaint_filing_cust.html, 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:

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

This institution is an equal opportunity provider.

Proposer: _____
Company Name/Signature