

**INVITATION TO BID/TERM CONTRACT # 1432223(CA)**  
**CONTRACT PERIOD EFFECTIVE: JULY 1<sup>ST</sup> 2022 THROUGH JUNE 30<sup>TH</sup> 2023**

COMMODITY/SERVICE DESCRIPTION: **LINENS, MATS, MOPS & LAUNDERING SERVICE**

BID DUE ON OR BEFORE 2:00 PM: **JUNE 28, 2022**

SULLIVAN COUNTY USER DEPARTMENT: **SCHOOL CAFETERIAS**

**THIS BID FORM MUST BE COMPLETED, SIGNED, NOTARIZED AND TERMS & CONDITIONS (PAGE 12, SECTION 28) MUST BE RETURNED WITH BID PROPOSAL.**

**General**

The Sullivan County Purchasing Agent, on behalf of the Sullivan County School Nutrition Program, is soliciting sealed bids for Linens, Mats, Mops and Laundering Service for the Sullivan County School Cafeterias. Attached are instructions and conditions for submitting a bid. The objective of this bid is to select a supplier in such a manner as to provide for open and free competition and comparability.

**Bid Period**

Contract period begins July 1, 2022, through June 30, 2023.

All questions regarding this bid must be emailed to Carolyn Amos at [carolyn.amos@sullivancountytn.gov](mailto:carolyn.amos@sullivancountytn.gov) no later than June 20, 2022. Answers to questions will be addressed in an Addendum and posted on the Sullivan County Purchasing website through Vendor Registry by June 22, 2022, at 2:00 p.m.

Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on or before June 28, 2022, at 2:00 p.m. EST. Faxed or emailed bid documents will NOT be accepted. All bids will be considered for award or rejection at a later date.

**Vendor Qualification**

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 per

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

- Inadequate or unacceptable product lines
- Inadequate truck fleets/personnel to handle predicted volume of goods
- Documented unacceptable product
- Bid specifications and/or bid conditions not met

**Bid Award**

The Sullivan County Purchasing Agent will receive sealed bids until 2:00 p.m. Eastern Time, June 28, 2022, and at that time publicly open them in the Purchasing Department located at 3411 Hwy 126, Suite 201, Blountville, TN. Bids

will also be examined for compliance with specifications and conditions outlined in the bid documents. All bids will be considered for award or rejection at a later date.

Consideration will be given to all bids properly submitted. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The intent of this invitation to bid is to select one primary supplier for all of the items requested in this bid for one (1) year with the option to renew all aspects of the contract resulting from this bid one year at a time for an additional three (3) years based on a firm fixed price. The contract will be awarded in writing to the responsive and responsible compliant bidder whose bid is the lowest cost for the system by total bottom line. It is the intent of the School Nutrition Services Program to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the Sullivan County School Nutrition Programs. Regardless of the procurement method used, price is the most weighted factor for awarding the contract.

Sullivan County 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 Kristinia Davis, Purchasing Agent for Sullivan County Schools no later than 10 working days after the published 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 School Nutrition Director participating in the bid, 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.

### **Contract Period and Renewal**

The contract period begins July 1, 2022, through June 30, 2023.

Sullivan County Purchasing for its School Nutrition Services Program reserves the right to renew all aspects of the contract resulting from this bid one year at a time for an additional three (3) years based on a firm fixed price. The Sullivan County Purchasing Department for its School Nutrition Services Program reserves the right to add/or delete products/services during the contract period. The Sullivan County Purchasing Department for its School Nutrition Services Program will notify the contractor of their intention to renew this contract no later than 30 days before expiration of contract.

### **Price Adjustments**

The bid prices contained in your initial bid submission are considered "firm" from July 1 to June 30 contract period. On or before March 1<sup>st</sup>, vendor must submit to the Purchasing Agent via email a list of items that, because of market conditions, should be adjusted upward or downward to reflect those market conditions at that time. Items that have experienced a change in verifiable market conditions either upward or downward will only be considered for a price adjustment to take effect at the beginning of the new contract period beginning July 1.

Sullivan County requires appropriate documentation to support the requested price adjustment be available for audit by Sullivan County or their designee (verifiable resources for documentation would be original supplier/distributor invoices or use of Consumer Price Index. **All revised prices must be approved and included with renewed contract before taking effect.**

## **Bid Preparation**

Each bidder should bid on all items listed in the bid document spreadsheet. 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. Vendors are required to complete each column for each item as designated on the spreadsheet. Price per case/pack size is also required if applicable on the spreadsheet.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered and are based on last year's bid period.

All columns of the bid document must be completed in ink or typewritten. 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. **In order for bidders bid to be considered prices MUST be entered on the form (spreadsheet) included in this bid package.**

Mathematical calculations involving decimals must be carried to two (2) places.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall at once request clarification from Carolyn Amos at [carolyn.amos@sullivancountytn.gov](mailto:carolyn.amos@sullivancountytn.gov)

## **Bid Instructions**

The Bid Form documents (pricing spreadsheet), terms and conditions (Page 12, Section 28) must be completed, signed and any additional required information requested, Debarment/Suspension Certification Statement, Certificate of Lobbying and Certification Regarding "Buy American" Requirements waiver form MUST be filled out and signed where appropriate and included with the Bid. All original forms must be signed by a person with authority to bind the bid. It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by **2:00 p.m., Tuesday, June 28, 2022**. The Bid must be sealed in an envelope that is labeled according to the directions stated below.

In the lower left-hand corner of envelope mark bid:

### **Linens, Mats, Mops & Laundering Service #1432223(CA)**

Mail Sealed Bid to: Kristinia Davis  
Sullivan County Purchasing  
3411 Highway 126, Suite 202  
Blountville, TN 37617

## **Samples**

Vendors may be required to submit samples of the items bid.

## **Service Specifications**

The Successful vendor will provide laundering on a weekly basis for linens, mops, and mats as per the attached listing. Specifications are intended to be open and non-restrictive. Cost per item must include weekly delivery to schools.

A list of current school cafeterias and their address is included in this packet.

The Successful Service Provider shall comply with Federal regulations requiring access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions, should any conflict arise.

The Successful Service Provider shall comply with Federal regulations requiring the retention of all required records for three years after grantees or sub grantees make final payments and any other pending matters are closed.

The Successful Service Provider shall be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CRF part 15).

The Successful Service Provider Shall be in compliance with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The Successful Service Provider shall comply with the "Reauthorization Act of 2004" guidelines which include the education of staff personnel and enforcement of HACCP guidelines, as directed by the United States Department of Agriculture.

The Successful Service Provider shall not subcontract, transfer, or assign any portion of the awarded contract. Doing so shall result in dissolution of the contract.

### **Vendor Performance**

If the Vendor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Sullivan County School Nutrition may terminate this Contract, in whole or in part and may consider such failure or noncompliance a breach of contract. Vendors with deficient 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 deficient 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
- 4) Violation of any warranty

### **School System Actions in Event of a Breach**

Upon the occurrence of any event of breach, the School System may take anyone, 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 timeline is specified; and if the event of breach is not remedied within the time limit, terminate this 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 this 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 the School Systems determines that the Vendor has cured the breach, shall never be paid to the Vendor;
- 3) Set off against any other obligation the School System may owe to the Vendor any damages the School Systems 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 this contract in a timely or proper manner, or if the Vendor violates any terms of this contract, the School District 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 System, the System shall have the option of awarding the contract to the next lowest bidder or bidding again.

### **Contract Termination for Convenience**

The School District may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System. The School System 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 School District 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.

### **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**. Three (3) invoices must be furnished to each school at the time of delivery (a copy each for the driver, the school, and central office). Invoices must be signed by the 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 manager or designee and the person delivering.

At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to School Nutrition Services, 154 Blountville Blvd., Blountville, TN 37617.

### **Payments**

Invoices will be balanced with the statement and processed for payment based upon firm, fixed bid pricing. If incorrect pricing is sent on invoices, corrections will be made before payment. Statement must include any credits issued during the month. All schools serviced under this contract are tax exempt. School Nutrition Services will make every effort to pay all invoices by the tenth working day of the following month.

### **Recall**

Vendors must have a procedure in place to trace purchases and deliveries so the product source can be identified during product recalls. In the event of a recall, the vendor must contact Amber Anderson, School Nutrition Supervisor at 423-354-1015, immediately whether or not the School Nutrition Program received the recalled product.

If the School Nutrition Program received the product, the vendor will make appropriate arrangements for pickup from each location that received the recalled product. The vendor will maintain communications with the School Nutrition Program personnel regarding arrangements and will provide any related information concerning the product recall to the School Nutrition Program. Vendors and the School System will follow DOE/FDA/USDA Guidelines on proper

handling and disposal of all recalled products. Vendor will provide contact information and a copy of their food recall procedure with the bid documents.

### **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. If new products are added to order list that are not processed or produced in the United States, a new Buy American Waiver must be submitted to the Supervisor of School Nutrition Services for acceptance of the product.

### **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).
- It is the intent of the Sullivan County School Nutrition Program to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprise and labor surplus area firms as outlined in 2 CFR 200.321.
- 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 No 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.

### **Records**

All vendors are 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. Vendors must agree that the School Food Authority, 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 Vendor 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.

### **Reports**

Vendors shall be required to submit product usage reports as requested by the School Nutrition Program Supervisor.

Based on the request from a School Nutrition Program Supervisor, these reports shall be submitted for total quantity delivered either by school site or the combined district total.

### **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
  - d. An organization which employs or is about to employ one of the above.
- 2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
  - 3) Penalties for violation of the code of conduct of named School Nutrition Program(s) should be:
    - a. Reprimand by Board of Education.
    - b. Dismissal by Board of Education.
    - c. Any legal action necessary.

### **Required Forms**

Any included forms must be signed and returned as part of the bid package to the Purchasing Agent. Any absent or incomplete forms may result in the rejection of the bid.

### **USDA NONDISCRIMINATION STATEMENT**

**SNAP and FDPIR State or local agencies, and their subrecipients, must post the following Nondiscrimination 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 institution 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, 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](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](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**For all other FNS nutrition assistance programs, State or local agencies, and their sub-recipients, must post the following Nondiscrimination Statement:**

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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

This institution is an equal opportunity provider.

### **Joint Application Form (HHS)**

This Institution is prohibited from discriminating on the basis of race, color, national origin, disability, age, sex and in some cases religion or political beliefs.

The U.S. Department of Agriculture (USDA) also prohibits discrimination based on race, color, national origin, age, disability, sex, gender identity, religion, and where applicable, political beliefs, marital status, familial or parental status 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](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](mailto:program.intake@usda.gov)

For any other information dealing with Supplemental Nutrition Assistance Program (SNAP) issues, persons should either contact the USDA SNAP Hotline Number at (800) 221-5689, which is also in Spanish or call the State



Information/Hotline numbers (click the link for a listing of hotline numbers by State); found online at: [http://www.fns.usda.gov/snap/contact\\_info/hotlines.htm](http://www.fns.usda.gov/snap/contact_info/hotlines.htm).

To file a complaint of discrimination regarding a program receiving Federal financial assistance through the U.S. Department of Health and Human Services (HHS), write: HHS Director, Office for Civil Rights, Room 515-F, 200 Independence Avenue, S.W., Washington, D.C. 20201, or call (202) 619-0403 (voice) or (800) 537-7697 (TTY).

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## **GENERAL TERMS AND CONDITIONS**

### **1. SUBMITTAL REQUIREMENTS**

Submittals for consideration must be submitted on the form provided and bear the handwritten signature of an authorized representative of the firm and *notarized* to be considered valid. If submitting multiple bids/ proposals in paper form, each must be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Bids/ RFP's/ RFQ's will be read aloud at the specific date and time as stated in the invitation. RFP/RFQs respondent's names only will be read aloud.

All openings are public meetings. Bidders/ proposers and interested persons are invited to attend. The County reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the County receives fewer than two responses.

Unless otherwise stated by the County, no bidder may withdraw a bid within a period of sixty (60) days after the date set for the opening of bids. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The County is not responsible for delays in delivery by mail, courier, etc.

Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.

### **2. QUESTIONS / ADDENDA**

Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Purchasing Agent. An interpretation of the documents will be made only by addendum and issued by the Purchasing Agent. The County will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith. No addendum will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended.

Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.

### **3. DISCREPANCIES**

All pricing must appear in the spaces provided by the County's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail. The County will correct math computation errors (Unit Price & Totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

### **4. SUBMITTAL OF SEALED BIDS/RFP/RFQ/ITQ**

Any forms furnished by the County must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR EMAIL RESPONSES WILL NOT BE ACCEPTED UNLESS OTHERWISE INDICATED. Electronic receipt of bids/proposals/quotes is acceptable for those **eligible for online submittal** at:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerID=37b55d57-2b40-462f-bd8e-5b80ab095ddd>. **Paper Bid/RFP/RFQ submittals shall be sealed in an envelope.** No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time in the Purchasing Department. For electronic bids, the official time is that posted on the website. Late submittals will not be accepted. Sullivan County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their Bid/RFP response electronically less than one hour prior to the Bid/RFP/RFQ opening time.

### **5. TABULATIONS: BIDS/RFP/RFQ/ITQ**

Tabulations for Bids/RFP/RFQ/ITQ will be posted on Vendor Registry, which is accessible through the County Purchasing website.

### **6. AWARD**

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose Bid/RFP/Quote is determined to be the best interest of the County. The County also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts) as may be in our best interest. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.

### **7. NO CONTACT POLICY**

From the period beginning on the date of the issuance of this ITB any contact initiated by a proposer with any Sullivan County Representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Department Representative listed herein or with said Representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this Purchasing transaction. The Solicitation form must include an authorized signature and must be notarized for the bid to be accepted.

### **8. PROPRIETARY/CONFIDENTIAL INFORMATION**

Vendors are hereby notified of all information submitted as part of, or in support of, bids/ proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

**9. PAYMENT TERMS AND DISCOUNTS**

Payment Terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of the receipt of all material covered by the order/contract, whichever is the later date.

**10. CONDITION STANDARDS**

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

**11. DEFAULT**

Default in promised delivery and failure to comply with specifications authorizes the County to purchase supplies elsewhere and charge the difference to the defaulting vendor.

**12. TERM OF CONTRACT**

The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and cost are acceptable to both parties. The County reserves the right to re-bid at the end of any contract period. The County may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

**13. BREACH OF CONTRACT**

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

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

**14. CONTRACT TERMINATION FOR CAUSE**

If the Contractor or Vendor fails to properly perform its obligations under this contract or purchase order in a timely or proper manner, or if the contractor violates any terms of this contract, the County 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 County, the County shall have the option of awarding the contract to the next proposer or proposing again.

**15. CONTRACT TERMINATION FOR CONVENIENCE**

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

**16. ADDITIONAL PURCHASE OPTION**

This Bid includes an option to allow Sullivan County, Tennessee the right to purchase additional vehicles/equipment. The County's use of this option will be dependent upon the price offered by the vendor and the availability of funding. The County may exercise this option clause for a period of twelve (12) months after the award of the Bid.

**17. DELIVERY**

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

**18. FOB (FREE-ON-BOARD) POINT**

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated County location.

**19. TAXES**

The County is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.

**20. INDEMNIFICATION**

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the county against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, County employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the County, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

**21. INSPECTION**

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the County. Rejected materials will be returned at the vendor's expense.

**22. INSURANCE**

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the County for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either of them. Any required insurance shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

**23. FORCE MAJEURE**

In the event that the performance of any obligation under this contract, by either party, is prevented due to acts of God, exchange controls, export or import controls, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemics, epidemics, plague, outbreaks of infectious disease, including but not limited to COVID-19, any other public health crisis, including stay at home orders, group size restrictions, travel restrictions, or employee restrictions, issued by the Governor or a public health authority, such as Sullivan County Regional Health Department, or recommendation of the Center for Disease Control or the National Institutes of Health to limit the spread of COVID-19, or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or delay in performance of its obligations under this Contract. Each party will promptly notify the other party of such Force Majeure condition and make good faith efforts to ensure goods or services are provided as per the contract. However, if Force Majeure conditions occur and both parties mutually agree, this contract may be cancelled. If cancelled, neither party will be considered in breach of contract. If funds have been paid for products or services that have not been received, the vendor will send the County a refund within thirty (30) days of the cancellation.

**24. WARRANTY**

Unless otherwise specified by the County, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

**25. EQUAL OPPORTUNITY**

It is the policy of Sullivan County to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

**26. IRAN DIVESTMENT**

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Purchasing Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in §12-12-106. Inclusion on this list makes a person ineligible to contract with Sullivan County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here:

<http://tennessee.gov/generalservices/article/Public-Information-Library> 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

**27. NON-COLLUSION AGREEMENT**

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor’s firm certifies to the best of his/her knowledge and belief this bid/proposal submitted to Sullivan County, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms, and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of Sullivan County, Tennessee has promised any personal, financial, or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

**28. CONFLICT OF INTEREST**

- a) No Board Member or officer of the County or other person whose duty it is to vote for, oversee or in any manner superintend any of the work for the County has a direct interest in the award of the vendor providing goods or services.
- b) 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 Local, State or 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.
- c) The grantees 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.
- d) Do you or any officers/part-owners/stakeholders/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 Sullivan County, Tennessee, including the Sullivan County School System or serve on the Sullivan County Commission or the Sullivan County Board of Education?  Yes  No  
If you answered yes, please state the name and relationship of the employee or member of Sullivan County Commission or Sullivan County Board of Education member \_\_\_\_\_

e) Are you or any officers/part-owners/stakeholders/employees of this company also employees of Sullivan County, including the Sullivan County School System or serve on the Sullivan County Commission or Sullivan County Board of Education? \_\_\_\_\_Yes \_\_\_\_\_No

If you answered yes, please state the name of the employee or Commission member or Board member

f) By submission of this bid, the vendor is certifying that no conflicts of interest exist.

**29. DRUG FREE WORKPLACE REQUIREMENTS**

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.

**30. ELIGIBILITY**

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.

**31. GOVERNING LAW**

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 disputes arise between the parties concerning any aspect of the contract and /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 Sullivan County, Tennessee. The parties waive their right to jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Sullivan County, Tennessee.

**32. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS**

a) 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.

**34. CLEAN AIR ACT**

Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.)

**35. FEDERAL WATER POLLUTION CONTROL ACT**

(1) Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et Seq.

(2) Vendor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal Assistance.

**36. SUSPENSION AND DEBARMENT**

Federally Funded procurements must not be awarded to parties that are listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidance at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., P.235). "Debarment and Suspension" Sam exclusions contain the names of the parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Entities must be registered in the SAM.gov website to be considered for award.

(1) Any agreement or award resulting from this bid is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the vendor is required to verify that none of the vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) By Submission of this bid, vendor is certifying compliance with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or award that may arise from this offer.

**37. BYRD ANTI-LOBBYING AMENDMENT**

Vendors who bid for award of \$100,000 or more shall provide the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of a member of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency. By submission of this bid, vendor is certifying compliance with these requirements.

**38. PROCUREMENT OF RECOVERED MATERIALS**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of

recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### **39. ACCESS TO RECORDS AND REPORTS**

(1) Record Retention. The vendor will retain and will require any subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

(2) Retention Period. The vendor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The vendor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The vendor agrees to provide sufficient access to the Federal and State Government and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The vendor agrees to permit Federal and State Government and its contractor's access to the sites of performance under this contract as reasonably may be required.

#### **40. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

Vendor acknowledges that Federal Grant Funds will be used to fund all or a portion of this bid. The Vendor agrees to comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

#### **41. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Agency and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Vendor, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

#### **42. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to any contract resulting from this bid.

#### **43. SIGNATURE REQUIREMENTS**

All submittals must contain the full name of the company, must be signed by a person authorized to bind that company to a contract and notarized. Submission response to the solicitation constitutes acceptance of all terms and conditions included herein. Unsigned forms will not be considered, read, or tabulated. Bid forms may not be signed during or after the bid opening, even if a representative is present.

#### **44. NON-BOYCOTT OF ISRAEL AFFIDAVIT**

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.

**SECTION 28 MUST BE FILLED OUT TO BE CONSIDERED COMPLETE AND RETURNED WITH BID.**

## BID CERTIFICATION FORM

We have carefully examined and fully understand the General Bid Conditions in furnishing the Sullivan County Purchasing Department prices for the items requested.

In compliance with the bid awards, and subject to all Terms and Conditions listed within the bid documents, the undersigned offers and agrees to sell Sullivan County Department of Education School Nutrition Program 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 and that unloading will be done in the presence of the School Nutrition Manager or designated person so that quantities, brands, and condition of products may be verified. We further agree to provide invoices in duplicate at the time of delivery where weight, count, and specification will be verified before the Manager or designated person affixes a signature. We also agree that any item quoted by us that does not meet specification or is damaged will be returned at our expense.

_____ Signature of Authorized Representative	Subscribed and sworn to before me this _____ day of _____, 20____,
_____ Printed Name of Authorized Representative	_____ Notary Public
_____ Title of Authorized Representative	My Commission Expires: _____
_____ Name of Firm	_____ Date
_____ Address	
_____ City, State, Zip Code	
_____ Email Address	
_____ Telephone Number	

**THIS FORM MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED COMPLETE**

**Attachment to Bid**

**ITB #1432223(CA)**

**LINENS, MATS, MOPS & LAUNDERING SERVICE**

**SULLIVAN COUNTY SCHOOL CAFETERIAS**

**(15 SCHOOLS – LIST ATTACHED)**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>COMBINED TOTAL SCHOOL AVERAGE</b>	<b>FRQUENCY</b>	<b>BRAND NAME</b>	<b>HOW IS ITEM PACKAGED</b>	<b>COST</b>
1	2X3 Anti Fatigue	34	Weekly			
2	3x5 Duralite Mat	53	Weekly			
3	Terry Towel	1,650	Weekly			
4	Stripe Swipe Towel	975	Weekly			
5	Bib Apron – Black	120	Weekly			
6	Grill Pad	170	Weekly			
7	Wet Mop – Large	40	Weekly			
8	Wet Mop Wood Handle	34	Weekly			
9	20" Microfiber Mop	17	Weekly			



# Schools

<p>Bluff City Elementary                  282 J Forrest Thomas St                  Bluff City, TN 37618                  Elizabeth Shumaker                  423-354-1830</p>
<p>Sullivan East Middle                  4500 Weaver Pike                  Bluff City, TN 37816                  Barbara Patrick                  423-354-1683</p>
<p>Central Heights Elementary                  158 Central Heights Rd.                  Blountville, TN 37617                  Angie Taylor                  423-354-1580</p>
<p>Central Middle                  131 Shipley Ferry Rd.                  Blountville, TN 37617                  Lori Harr                  423-354-1244</p>
<p>East High                  4180 Weaver Pike                  Bluff City, TN 37618                  Nikki Olden                  423-354-1916</p>

<p>Emmett Elementary                  753 Emmett Rd.                  Bristol, TN 37620                  Becky Eastridge                  423-354-1870</p>
<p>Holston Elementary                  2348 Highway 75                  Blountville, TN 37617                  Nancy Wynne                  423-354-1563</p>
<p>Indian Springs Elementary                  333 Hill Road                  Kingsport, TN 37664                  Rebecca Nelms                  423-354-1690</p>
<p>Ketron Elementary                  3301 Bloomingdale Pike                  Kingsport, TN 37660                  Angela Jarrett                  423-354-1719</p>
<p>Mary Hughes Elem./Middle                  240 Austin Springs Rd.                  Piney Flats, TN 37686                  Amanda Persinger                  423-354-1840</p>

<p>Miller Perry Elementary                  904 Fordtown Rd.                  Kingsport, TN 37663                  Tina Ford                  423-354-1765</p>
<p>Rock Springs Elementary                  1238 Moreland Dr.                  Kingsport, TN 37663                  Becky Jaynes                  423-354-1386</p>
<p>Sullivan Gardens K-8                  4154 South Wilcox Dr.                  Kingsport, TN 37660                  Tammy McCracken                  423-354-1785</p>
<p>Sullivan South High                  1236 Moreland Drive                  Kingsport, TN 37663                  Beth Burk                  423-354-1313</p>
<p>West Ridge High                  180 Lynn Road                  Blountville, TN 37615                  Eva Mann                  423-354-1414</p>

# Buy American Certification

We require that suppliers comply with the Buy American provision in all program meals and:

- 1) certify that the products they are offering are domestic; **or**
- 2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least ( ) days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				

**In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.**

What other alternatives to using non-domestic food products were considered?

\_\_\_\_\_

I/We, \_\_\_\_\_, certify that all food items on this bid have at least \_\_\_ percent U.S. content and were processed in the U.S., except for those listed above.

**Vendor Certification**

\_\_\_\_\_

*Authorized signature*

\_\_\_\_\_

*Date*



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048  
Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. 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;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

*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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*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 responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) 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.*

### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* APPLICANT'S ORGANIZATION

\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:                      \* First Name:                       Middle Name:

\* Last Name:                       Suffix:

\* Title:

\* SIGNATURE:

\* DATE: