

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road  
Chattanooga, TN 37421  
February 15, 2021

SCHOOL NUTRITION PROGRAM

**REQUEST FOR PROPOSAL FOR PURCHASING OF MAIN FOOD/ NON-FOOD SUPPLIES**

RFP File 21-29

A sealed envelope containing the proposal must be sent to Attention: Denise Ellison, Purchasing Agent, and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. Original RFP and One (1) copy are required. Technical Proposal and cost proposal must be submitted in separate envelopes. In the lower left corner of the envelope, print your company name, the RFP Bid File Number and the time and date of opening. The separately sealed technical and cost proposal components may be enclosed in a larger package for mailing or delivery. The outermost package must be clearly labeled, RFP File 21-29 with time and date of opening. All RFPs will be opened via electronic meeting. All proposers will receive official notification of the award after Board approval.

RFP documents may be secured from the Purchasing Department at the above address and on the website at [www.hcde.org](http://www.hcde.org) via vendor registry. RFP must be received in the Purchasing Department prior to the designated time for RFP opening. Any RFP received after the designated time of opening will be considered late and will not be accepted. RFP opening date: March 24, 2021 @ 2:00p.m. (ET) in the Purchasing Department.

A virtual informative meeting will be held on February 22, 2021 at 10 a.m. (ET), all proposers are encouraged to participate. It is not mandatory. To get an invitation with log-in information, please email [Marrufo\\_m@hcde.org](mailto:Marrufo_m@hcde.org) by Friday February 19, 2021.

Proposer \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Contact Name/Phone Number)

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road  
Chattanooga, TN 37421  
423-4987030  
February 15, 2021

RFP File 21-29

**REQUEST FOR PROPOSAL FOR PURCHASING OF MAIN FOOD/ NON-FOOD SUPPLIES  
FOR THE SCHOOL NUTRITION PROGRAM  
TERMS AND CONDITIONS**

**1. SCOPE**

The scope of this RFP includes purchasing and delivering Food/Non-Food Supplies at the schools in the District. The District is looking to purchase Food/Non-Food Supplies from the most responsible and responsive vendor(s) that will meet the specifications, not only in price but also in quality of service.

**2. SEALED REQUEST FOR PROPOSALS**

Sealed RFPs are to be addressed to the Hamilton County Board of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, Attention: Denise Ellison. The deadline is March 24, 2021 @ 2:00 p.m. in the Purchasing Department.

**3. AWARD**

The contract shall be awarded to the responsible and responsive proposer(s) whose proposal, conforming to the Request for Proposal (RFP), will be most advantageous to the District, price and other factors considered, subject to Board approval. The contract shall be awarded by Food and by Non-Food groups. An award mailed, or otherwise furnished, to the successful proposer within the time for acceptance specified in the proposal results in a binding contract without further action by either party. In the event no funds are appropriated by Hamilton County DOE for the goods and services specified or insufficient funds exist for future orders, or for other reasons, Hamilton County DOE is under no obligation to make an RFP award or purchase.

Bid prices shall be firm for each contract year with provision for price adjustments at renewal. The contracts shall be awarded on an all or nothing basis, firm-fixed, to the most responsible and responsive bidder according to the specifications provided by group.

3.1 Tie-Bids – A tie bid exists where two or more responsive and responsible proposers receive identical cumulative scores. In such case, a tie bid will be broken by the following methods, in descending order:

- Lowest price, including cash discount offered for prompt payment,
- Lowest percentage of “No Bid” items,
- By lot or coin toss.

**4. REJECTION OF PROPOSALS**

The District reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if is incomplete or contains irregularities, the proposal may be rejected. A deviation is

material to the extent that a proposal is not substantial accord with RFP requirements. Immaterial deviations may cause a bid to be rejected.

**5. CONFLICT RESOLUTION**

In the event a vendor has a complaint concerning the bid process or award of the bid, the complaint shall be filed with the Purchasing Director, Hamilton County Department of Education. The vendor must state their complaint in detail and in writing to the Purchasing Director within ten (10) working days of the complaint. Purchasing Director will notify the State School Nutrition Department of the complaint received within three (3) working days. The settlement of all contractual and administrative issues arising out of procurements will first be considered at the local level. Examples of issues include source evaluation, protests, disputes and claims. In the event the vendor and the School Nutrition Program cannot resolve the complaint, the complaint will be presented to the Purchasing Director for resolution between the vendor and the Department of School Nutrition

**6. PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

Any employee or any official of the Hamilton County Board of Education, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to the Hamilton County Board of Education shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5,000.00) or by imprisonment in the penitentiary for not more than ten (10) years or both fined and imprisoned in the discretion of the jury. Every person, firm, or corporation offering to make, or pay, or give any rebate, percentage of contract, money, or any other things of value, as an inducement or intended inducement, the procurement of business, or the giving of business, to any employee, or to any official of the Hamilton County Board of Education, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5,000.00) or by imprisonment in the penitentiary for not more than ten (10) years, or both fined and imprisoned in the discretion of a jury.

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**7. CONTRACT PERIOD**

This Contract, upon approval by the Hamilton County Board of Education, shall commence July 1, 2021 and continue to June 30, 2022 with renewal provisions.

**8. RENEWAL PROVISION**

This Contract has the option to renew annually for four (4) additional years. The SNP will send a notice of contract renewal (either terminating the contract at the end of the contract year or requesting a renewal for the upcoming school year) by February 15 each year.

Annual renewals with price redeterminations shall occur upon mutual agreement between the Proposer and the District given the terms and conditions of the Contract remain. The decision to annually renew the Contract ultimately rests with the approval of the School Board. The vendor must petition items for price redetermination (price increases/decreases) by February 15 of each year for consideration in the next contract period:

February 15, 2022 – for contract period of July 1, 2022– June 30, 2023  
February 15, 2023 – for contract period of July 1, 2023– June 30, 2024  
February 15, 2024 – for contract period of July 1, 2024– June 30, 2025  
February 15, 2025 – for contract period of July 1, 2025– June 30, 2026

Price-redeterminations are only allowed annually at the time of contract renewal. The Bureau of Labor, Consumer Price Index for all urban, Food and Beverages, not seasonally adjusted index from CPI Detailed Report (CUUR0000SAF), will be the comparison index that will be used for price-redeterminations. Since the indexes are subject to revision after originally published, the original base comparison month will be the prior December. For example, February 15, 2022 petitioned requests will be measured on the December 2021 index. All re-calculation dates will begin at that point. The following formula will be used.

The base Index at the time of renewal (December) divided by the index at the time of award (July). For the potential contract renewal for July 1, 2022: December 2021 Index divided by July 2021 Index. For the potential contract renewal for July 1, 2023: December 2022 Index divided by July 2022 Index.

The total bottom-line percent change in price (increases or decreases) cannot exceed the determined percentage using the above formula. Total bottom-line prices will be calculated with item usage from July through December of the current contract period. The percent change in price will be calculated by subtracting the total bottom line price using current prices from the total bottom line price using price redeterminations, divided by total bottom line price using current prices. If the bottom-line pricing is not within the acceptable price range, the vendor must revisit the pricing. Price redeterminations are intended to reflect changing market prices, which vary by good, and as such, a flat across-the-board increase is not acceptable. If the pricing requirements cannot be met, the District will rebid.

**9. QUALITY AND GUARANTEE** - All food and non-food supplies for which bids are submitted shall be of the quality and grade specified. The names of the manufacturers and stock numbers shall be clearly indicated. All food must be processed, packaged, and delivered under the best possible sanitary conditions in accordance with local, State of Tennessee, and Federal Pure Food Laws and

Health regulations. Any item bid which does not completely meet stated specifications must be listed as an alternate.

**10. PURCHASE BY OTHER SCHOOL PROGRAMS IN HAMILTON COUNTY**

With the consent and agreement of the successful proposer, purchases may be made under this proposal by other school's programs, including HCDE non-School Nutrition Groups. These groups can use the same bid price for purchasing, but have to set up their own accounts with a separate purchase order number. Every group is responsible for their own debt and a purchase order must be received by the vendor before shipping and delivery. Such Purchases shall be governed by the same terms and conditions as stated herein.

**11. PREPARATION OF PROPOSALS**

(A) Proposers are expected to examine the specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.

(B) Each proposer shall furnish **all** information required by the RFP. The proposer shall sign the Proposal; completed form shall be without erasure or interlineations. **Proposals that are submitted on forms other than the enclosed forms are subject to disqualification, unless additional information is requested.**

(C) Unit price for each unit proposed shall be shown. A total shall be entered in the amount column of the pricing sheet for each item proposed. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(D) Alternate proposals for supplies or services other than those specified will not be considered. (see pre-approved equal, page 29)

(E) Proposers must be able to meet the delivery schedules as needed by the School Nutrition Program.

(F) Time, when stated as a number of days, will refer to business days.

**12. REQUIREMENTS FOR SUBMITTING REQUEST FOR PROPOSALS**

**The signature of the person submitting the proposal shall be in longhand. The proposer could be determined as non-responsive if items are presented that attempt to alter the RFP conditions in any material way, and the proposer could be excluded from the 2021-2022 school year RFP process. It is requested that no additional written documents be included in the RFP packet other than those requested. Please submit the entire RFP and ensure the pages are completed in full, signed and returned together. The actual RFP documents must arrive prior to the RFP opening.**

**13. EXPLANATION TO PROPOSERS**

Any explanation desired by a proposer regarding the meaning or interpretation of specifications, etc., **must be requested in writing and with sufficient time allowed for a reply to reach proposers** before submission of their proposals. Oral explanation or instructions given to a prospective proposer concerning an RFP will be furnished to all prospective proposers as an amendment to the RFP, if such information is necessary to proposers in submitting proposals on the RFP or if the lack of such information would be prejudicial to uninformed proposers.

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TERMS AND CONDITIONS**

All communication is to be made to the Purchasing Agent:

**Denise Ellison**  
**Hamilton County Department of Education**  
**Purchasing Agent**  
**3074 Hickory Valley Road**  
**Chattanooga, TN 37421**  
**(423) 498-7030**  
**Email: [DOE\\_purchasing@hcde.org](mailto:DOE_purchasing@hcde.org)**

14. ACKNOWLEDGMENT OF AMENDMENTS

Receipt of an amendment to the Proposal must be acknowledged in the RFP response.

15. RFP ADDENDUM

The District reserves the right to amend this RFP at any time prior to the proposal deadline, provided that the addendum is in writing. However, prior to any such addenda, the District will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline. If so, the District would rebid and add the amendment/addendum. If an RFP addendum is issued, the District will convey it to potential proposers by e-mailing it and/or mailing a copy to each. A proposer must respond, as required, to the final RFP including its attachments and addenda or risk rejection for being non-responsive.

16. RFP COMMUNICATIONS

16.1. The District has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

**RFP File 21-29**

16.2. Proposers must direct communications relating to this RFP to the person designated as the Purchasing Agent.

16.3. Only the Hamilton County Department of Education's official, written responses and communications will be binding with regard to this RFP.

16.4. Proposers must ensure that the District receives all written comments, including questions and requests for clarification in sufficient time to allow for a reply to reach proposers.

16.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the District. The District assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the District by a specified deadline date will not substitute for the District's actual receipt of a communication or proposal.

16.6. The District reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic

mail, internet posting, or any other means deemed reasonable by the District.

16.7. The District reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The District's official, written responses may constitute an addendum of this RFP.

16.8. Any data or factual information provided by the District (in this RFP, an RFP addendum or any other communication relating to this RFP) is for informational purposes only. The District will make reasonable efforts to ensure the accuracy of such data or information; however, it is within the discretion of Proposers to independently verify any information before relying thereon.

17. ERRORS IN RFP

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, **the proposer should immediately provide the District with a written notice of the problem and request that the RFP be clarified or modified.** Without disclosing the source of the request, the District may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential proposers to whom the RFP was sent.

If prior to the date fixed for submissions, a proposer knows of or should have known of an error in the RFP but fails to notify to the District of the error, the proposer shall bid at its own risk, and if, awarded contract, shall not be entitled to additional compensation or time because of error or its later correction.

18. PROPOSER REQUIRED REVIEW & WAIVER OF OBJECTION

18.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, and any addendums, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

**18.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the Purchasing Agent with sufficient time allowed for a reply to reach proposers before submission of their proposals.**

19. PROPOSAL DEADLINE

A Proposer must ensure that the Purchasing Agent receives a proposal no later than the Proposal Deadline time and date as identified on the front cover of the RFP. A proposal must respond, as required, to this RFP (including its attachments) as may be added. The District will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

20. SUBMISSION OF PROPOSALS

(A) Proposals and modifications thereof shall be enclosed in sealed envelopes and addressed to Denise Ellison, Purchasing Agent, Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. The proposer shall show the

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RFP Number, the RFP deadline date and time specified in the RFP, and the name and address of the proposer on the face of the envelope.

(B) Samples of items or information, when requested, must be submitted within time specified, at no expense to the District. If not consumed by testing, samples will be returned at proposer's request and expense, unless otherwise specified in the RFP.

(C) Hamilton County Department of Education does not accept proposals by facsimile or any electronic transmission.

**21. FAILURE TO SUBMIT PROPOSAL**

If no proposal is to be submitted, do not return the RFP unless otherwise specified. A letter or post card should be sent to the issuing office advising whether further invitations for the type of supplies or services covered by this RFP are desired. Failure of the recipient to submit a proposal or to notify the issuing office that further requests are desired may result in a removal of the name of such recipient from the mailing list for the type of supplies or services covered by the RFP.

**22. LATE PROPOSALS AND MODIFICATIONS**

It is the responsibility of the proposer to deliver the proposal or proposal modification on or before the RFP deadline date and time. Late proposals will not be accepted.

**23. COMPLIANCE WITH LAWS**

The proposer shall comply with all laws relating to sale of and purchases by the Hamilton County Department of Education insofar as they pertain to the purchase made under this contract.

**24. CODE OF CONDUCT 2 CFR 200.318(c)(1),**

No employee, officer or agent of the Hamilton County Department of Education School Nutrition Department can participate in the selection, award of administration of a contract supported with Federal Funds if a conflict of interest, real or apparent, would be involved. Real or apparent conflicts of interest exists when:

- The employee, officer or agent; any immediate family member of same; partner or organization that employs or is about to employ any of the above or has a financial or other interest in the firm selected for the award
- Organizational structures and personnel practices exist that undermine the independence and integrity of the procurement process
- Gratuities, favors, or anything of monetary value are solicited or accepted from current or potential proposers on behalf of any individual or the organization before, during, or after contract award

**25. QUALIFICATIONS OF PROPOSERS**

The District may make such investigations as are deemed necessary to determine the ability of the proposer to provide the food and non food supplies and the proposer shall furnish all such information and data for this purpose as the District may request. The District reserves the right to reject any proposal if the evidence submitted by

or investigation of such proposer fails to satisfy the District that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**26. MATERIAL AVAILABILITY**

Proposers must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of proposals and delivery time. It is the responsibility of the proposer to notify the District liaison immediately if material specified is discontinued, recalled, replaced, or not available for an extended period of time.

**27. AUDIT PROCEDURE**

If the Proposer includes the Proposer's cost in the cost formula, the District will review the Proposer's invoice cost records a minimum of two times per contract year. The Proposer shall be given notice of the intent of the district to conduct an audit with the date scheduled a minimum of two (2) weeks in advance.

**28. FEDERAL TAX AND STATE SALES TAX**

Purchases by the District are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the District upon request of the Proposer.

**29. REGULATION COMPLIANCE**

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 Contractor 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) **Equal Order 11246, "Equal Employment Opportunity":** All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub grantees shall be in compliance with **Executive Order 11246, entitled "Equal Employment Opportunity"** as amended by Executive Order 11375 (October 13, 1967), and Department of Labor regulation (41CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State's Department of Labor.

C) **Clean Air and Clean Water Acts.** Applies to contracts and subcontracts in excess of \$100,000. Contractors must certify compliance with the applicable provisions of the Clean Air Act; the Clean Water Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.

D) **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, 89 Statute 871) (PL94-165).

E) **2 CFR Appendix II to Part 200(I) Restrictions on Lobbying**  
- Applies to contracts renewals in excess of \$100,000.00.

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Contractors must comply with the certification and reporting requirements of 2CFR 200.326.

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 \_\_\_\_\_

Bidder \_\_\_\_\_  
(Company Name)

G) **2 CFR Appendix II to part 200 (H)-Suspension and Debarment** - Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential contractor must certify eligibility by signing the included form.

H) **2 CFR 200.319 (a) and (c) Drafting of Bid Specifications** - Requires that any person that develops or drafts specifications, requirements, statements of work, invitations bid, 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.

I) **2 CFR 200.319 Local Geographical Preferences** - Local geographical preferences shall be prohibited as specified in 2 CFR 200.319 (b), and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.

J) **T.C.A. § 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** - A background check is not a requirement of the vendor representatives as long as school nutrition staff is present for visits and deliveries. The Public Chapter 1080, (D) was amended to: (C) Exempt delivery or pick-up service providers where those services involve only scheduled visits under the supervision of school personnel.

L) **Hamilton County Department of Education Addendum to Agreement** - A local form required to be signed by the bidder for each bid.

M) **Non-Collusion Affidavit** - The form states the proposer agrees and understands the affidavit and is required to be signed.

N) **Certification of Compliance with IRAN Divestment Act** A local form required to be signed by the bidder for each bid

O) **Food, Drug, and Cosmetic Act, 1938, amended 1990, 21 CFR Part 101; Nutrition Labeling and Education Act of 1990; and the Agricultural Marketing Act 1953, amended 1957** - The vendor will responsibly supply goods for the School Nutrition Department programs meeting the listed regulations for standards of identity, quality and fill; grades of foods; and product definition.

P) **Discovery Rights** - After purchasing your product the School Nutrition Program will be the sole user. The School Nutrition Program will respect the patent and copyright of your product and will not share with any other entity.

**Q. Buy American Certification**- This District 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 time of bid and during the contract period, it must be submitted in writing to the School Nutrition Director, a minimum of 3 days 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.

Q) **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.

R) **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.

**30. 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,

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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).

31. All proposers must execute "Addendum to Agreement" (form attached). **Failure to execute this agreement will result in disqualification of your proposal.**

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

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

34. ASSURANCE STATEMENT

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

Proposer \_\_\_\_\_  
(Company Name and signature)

### CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/proposal and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972;
4. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, sub Successful proposer, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

Signed \_\_\_\_\_ Dated \_\_\_\_\_  
Print Name \_\_\_\_\_ Email \_\_\_\_\_  
Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Address \_\_\_\_\_ Fax No. \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
**Completed by:**



---

**Hamilton County Board of Education**

**School Nutrition Program**

RFP File 21-29

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion**

The prospective participant / proposer 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.

Where the prospective participant / proposer is unable to certify to any of the statements in this Certification, such prospective participant / proposer shall attach an explanation to this proposal.

---

Organization Name

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

---

Signature

Date

## CERTIFICATION REGARDING LOBBYING

RFP File 21-29

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 certification 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 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 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 of 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 sub awards exceeding \$25,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

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FNS Grant/Cooperative Agreement

---

Name/Address of Organization

---

Name/Title of Submitting Official

---

Signature

---

Date

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### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This non-collusion affidavit is material to any contract awarded pursuant to this RFP.
2. This non-collusion affidavit must be executed by the member, officer, or employee of the proposer who makes the final decision on prices and the amount quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure him or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, and intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the RFP.

---

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ Contract/RFP File 21-29

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other proposer, proposal, or potential proposer.
- (2) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before RFP opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this RFP, or to submit any intentionally high or noncompetitive proposals or other form of complementary proposal.
- (4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (5) \_\_\_\_\_, its affiliates, subsidiaries,  
(Name of my Firm)

officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

Non-Collusion Affidavit  
Continued

I state that \_\_\_\_\_ understands and  
(Name of my Firm)

acknowledges that the above representations are material and important and will be relied on by Hamilton County Department of Education in awarding the contract(s) for which this bid is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Hamilton County Department of Education of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
(Signature and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires: \_\_\_\_\_

### **Drug-Free Workplace Affidavit Requirements**

- (1) Each Proposer or Sub-proposer with no less than five (5) employees receiving pay shall submit an affidavit stating that such employer has a drug-free workplace program in effect at the time of submission of proposals. Said program shall comply with Title 50, Chapter 9, TCA.
- (2) If it is determined that an employer subject to the provisions of this section has entered into a contract for this Project and does not have a drug-free workplace pursuant to the referenced requirements, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance.
- (3) The written affidavit shall be submitted with the Proposer's Proposal Form, and the Proposal shall not be considered complete if said affidavit is not included, and the Proposal shall be rejected as Non-Responsive.
- (4) For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development.

**AFFIDAVIT OF COMPLIANCE**  
**WITH**  
**DRUG-FREE WORKPLACE REQUIREMENTS OF**  
**TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with proposal by proposer with 5 or more employees)

I, \_\_\_\_\_, president or other principal

Officer of \_\_\_\_\_, swear or affirm that the  
(Name of Company)

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with the Tennessee Code Annotated, § 50-9-113.

\_\_\_\_\_  
President of Principal Officer

For: \_\_\_\_\_

**STATE OF TENNESSEE     }**  
**COUNTY OF                    }**

Subscribed and sworn before me by \_\_\_\_\_,  
President or principal officer of \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH  
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., (“Act”). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

**Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/Successful proposer who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/Successful proposer has been duly authorized to do so on behalf of the bidder/Successful proposer.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Respondent Name Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**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 domestic item to provide for any line item specification on this bid, we will entertain a request for exception at the time of the bid requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least (3) days prior to the schedule 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 specified item	Price of alternative item
	Limited or lack of availability	Price			

*\* use additional pages if needed*

In all cases, the school food authority 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

\_\_\_\_\_

---

***ADDENDUM TO AGREEMENT***

This addendum shall be considered part of and incorporated into the Agreement between the Hamilton County Department of Education, hereinafter referred to as, "Department" and

\_\_\_\_\_ Company (Company) dated \_\_\_\_\_. Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee.
2. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

\_\_\_\_\_  
Superintendent  
Hamilton County Department of Education

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Vendor Information Form

Please complete all of the following information, where applicable:

Tax ID # (FEIN or SSN): \_\_\_\_\_

Organization Type: ( ) Corporation ( ) Individual/Sole Proprietor ( ) Non Profit\*  
( ) LLC ( ) Partnership/Limited Partnership

Tax Exempt

Name of Company/Firm (as shown on Federal Tax return): \_\_\_\_\_

Alternate name, if applicable (doing business as): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact person: \_\_\_\_\_ Business Ph#: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

Fax #: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_ E-mail address (for E-notifications): \_\_\_\_\_

Company / Firm's website address: \_\_\_\_\_

Payment address (if different from address above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_ - \_\_\_\_\_

Accept Purchasing Card (i.e. VISA): ( ) Yes or ( ) No Fee for using Purchasing Card? \_\_\_\_\_

Business E-mail address (for e-notifications): \_\_\_\_\_

Banking Info: Account #: \_\_\_\_\_

Routing and transit # (Via ACH): \_\_\_\_\_

Are you currently employed by HCDE? ( ) Yes or ( ) No

Requestor/Vendor's Signature: \_\_\_\_\_ Date requested/sent: \_\_\_\_\_

**For Accounting Use Only:**

\_\_\_\_ New Vendor (A completed and signed W-9 form from the vendor (Required))

\_\_\_\_ Vendor Change (Provide changes below, where applicable)

Vendor #: \_\_\_\_\_ Date received by Purchasing: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date completed: \_\_\_\_\_

Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>												
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<b>OR</b>												
<b>Employer identification number</b>												
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### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

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

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

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**REQUEST FOR PROPOSAL FOR PURCHASING FOOD/NON-FOOD SUPPLIES  
FOR THE SCHOOL NUTRITION PROGRAM  
TERMS AND CONDITIONS OF PURCHASE**

**1. CONTRACT TERMS**

The performance of this contract shall be covered solely by the terms and conditions set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the seller at any time and the acceptance by the District of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the District of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this contract. Any different or additional terms, other than those herein, contained in the seller's acceptance are hereby objected to.

**2. INSPECTION AND ACCEPTANCE**

All food or non-food products which are discovered to be defective or which does not conform to the 'sell by date' of the manufacturer herein upon initial inspection, or at any later time if the effects contained in the food or non-food products were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the District's discount privileges. Such right to return offered to the District arising from the District's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the District may have therefore.

**3. WARRANTY**

The seller expressly warrants that all food and non-food products covered by this contract will conform to each and every specification, sample or other description which is furnished to or is adopted by the District and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said material or goods or by payments for them.

**4. INVOICES**

Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges. Every effort will be made to pay all invoices within thirty (30) calendar days of the receipt of invoice. HCDE does not permit late fees on invoices.

**5. BANKRUPTCY OR INSOLVENCY**

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the District may cancel this contract or affirm the contract and hold the seller responsible for damages.

**6. DELIVERY**

**6.1 Location of Delivery**

The Food, Non-Food Supplies and Paper Goods specified in this RFP will be for the School Nutrition Program, and they will be delivered to the locations specified when the orders are submitted weekly. All price quotes must be F.O.B. destination, and separate fuel charges will not be accepted. Deliveries must be accompanied by Delivery Tickets or Packing Slips. These shall contain the following information for each item delivered: Purchase Order Number; Item Number; Name of Article; Quantity; and Supplies.

**7. DELIVERY OF GOODS**

It is understood and agreed that this proposal shall constitute an offer which, when approved by the School Board and accepted in writing by the Purchasing Department, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed items will result in removal of the firm from the HCDE list of proposers for the rest of the current bid year and the following bid year.

**8. RESPONSIBILITY FOR SUPPLIES**

The Proposer shall be responsible for the items in this RFP until they are delivered at the designated delivery point; and the proposer shall bear all risk for rejected and recalled after notice of rejection. These will be replaced free of charge upon notice of recall/rejection or if wrong items are bought. No deliveries can be left on a dock or other outside location or with any other person than the school nutrition manager or designee.

9. The Proposer shall complete and sign a W-9 Form provided to the Proposer by the District. The taxpayer identification number contained in the W-9 submitted to the District shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Proposer. The Awarded Proposer shall not invoice the District for product/services until the District has received this completed form.

## 1. SPECIAL PROVISIONS & INTRODUCTION

The Hamilton County Department of Education, hereinafter referred to as “the District”, has issued this Request for Proposals (RFP) exclusively on behalf of the School Nutrition Program to define minimum requirements; solicit proposals; detail proposal requirements; and, outline the Department’s process for evaluating proposals and selecting a proposer to provide the needed product/service.

Through this RFP, the District seeks to procure Food and non-Food Supplies with the best services at the most favorable, competitive prices.

### 1.1. Statement of Procurement Purpose

The District intends to purchase Food and non-Food Supplies and to get goods delivered to the 72 kitchens around the county in a weekly basis. The School Nutrition Program feeds 42,000 students August through May and 10,000 students during the months of June and July.

The District will issue a contract for each group on this RFP.

### 1.2. Standard Terms and Conditions:

- 1.2.1. Required Approvals. The District is not bound by this Contract until it is approved by the Hamilton County Board of Education in accordance with applicable local and state laws and regulations. No work shall be performed without a signed Purchase Order issued by the District.
- 1.2.2. Record Retention. All records shall be maintained by the proposer for three (3) years after final payment has been made or until all disputes are resolved. All such records must be made available to the State Agency, the United States Department of Agriculture, the Comptroller General of the United States, or any of their duly authorized representatives.

Records must be retained for at least the Federal record retention period of three (3) years; however, records must be retained longer if the following occurs:

- A) Until all pending matters are resolved. Pending matters include contract disputes, audits, investigative and review findings.
  - B) The Federal record retention period begins with the later of the date:
    - 1) The final payment is made under the contract,
    - 2) The contract concludes; or
    - 3) The final claim for reimbursement for the fiscal year in which the contract concludes is submitted.
  - C) For renewable contracts, records of the initial procurement through the conclusion of the final renewal must be maintained.
- 1.2.3. Records Access - The proposer shall agree to retain all books, records and other documents relative to the contract agreement for three (3) years after final payment, or until audited by the SFA (School Food Authority), whichever is sooner. Duly authorized representatives of the LEA (Local Education Authority) /SFA and/or USDA auditors or the Comptroller General of the United States shall be allowed full access to any books, documents, papers and records of the proposer which are directly pertinent to all negotiated contracts.
  - 1.2.4. Documentation - All aspects of each procurement, including the rationale for the procurement selected, contract type selected and basis for contract price must be documented. All records documenting the

procurement history, including all extensions and renewals, must be retained for the greater of the State's record retention requirements or for the Federal record retention period. Records must be retained beyond this period until all pending matters are resolved. Failing to maintain required records can result in audit and review findings, cost disallowances and prevent the School Nutrition department from effectively responding to RFP protests and contract disputes.

- 1.2.5. **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written addendum signed by the parties hereto.
- 1.2.6. **Independent Successful proposer.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Successful proposer, being an independent Successful proposer and not an employee of the District, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Successful proposer's employees, and to pay all applicable taxes incident to this Contract.
- 1.2.7. **Limitation of Liability.** The parties agree that the Proposer's liability under this Contract shall be limited to services actually rendered that have not been previously paid for but for which the warranty is still in place and as may be addended, PROVIDED THAT in no event shall this section limit the liability of the Proposer for intentional torts, criminal acts, or fraudulent conduct.
- 1.2.8. **District Liability.** The District shall have no liability except as specifically provided in this Contract. HCDE shall not be responsible for any payment, insurance, or incurred liability.
- 1.2.9. **Local, State and Federal Compliance.** The Proposer shall comply with all applicable local, state and federal laws and regulations in the performance of this Contract.
- 1.2.10. Proposer shall acknowledge that it and its employees serve as independent proposers and that HCDE shall not be responsible for any payment, insurance, or incurred liability.
- 1.2.11. **Indemnification:** Contractor shall indemnify, defend, save and hold harmless HCDE, the School Board, Administration, and their agents and employees from any and all suits, claims, actions or damages of any nature brought because of, arising out of, or related to the Contractor's performance under the terms of this contract, including the work of any sub-contractor, and without regard to any allegations of fault
- 1.2.12. **Proposer Performance.** If the Proposer 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, HCDE SNP may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Proposers with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any proposer with continued poor performance will be removed from the potential proposer list for the next bid cycle.

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 Proposer 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 of products
- Response time

- Price
- Delivery issues
- Product/Service do not meet RFP specifications

1.2.13. Non-Compliance. If a proposer materially fails to comply with any terms of an award, whether stated in a Federal Statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstance(s):

- Temporarily withhold cash payments pending correction of the deficiency by the proposer or more severe enforcement action
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current award for the proposer
- Withhold further awards for the program
- Take other remedies which may be legally available
- Excluding the current bidder from rebidding from current bid as well as the next bid cycle.

1.2.14. 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

Hamilton County School Nutrition Program actions in event of a breach –

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

- A. Give the Proposer a written notice of the breach requiring it to be remedied within thirty days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Proposer;
- B. Give the Proposer 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 Proposer during the period from the date of such notice until such time as the HCDE SNP determines that the Proposer has cured the breach, shall never be paid to the Proposer;
- C. Set off against any other obligation the HCDE SNP may owe to the Proposer any damages the HCDE SNP suffers by reason of any event of breach;
- D. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.
- E. Excluding the current bidder from rebidding from current bid as well as the next bid cycle.

1.2.15. Contract Termination for Cause: If the Proposer fails to properly perform its obligations under this contract in a timely or proper manner, or if the Proposer violates any terms of this contract, the HCDE SNP 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 HCDE SNP, the HCDE SNP shall have the option of awarding the contract to the next lowest proposer or bidding again, excluding the current bidder from rebidding from current bid as well as the next bid cycle.

1.2.16. Contract Termination for Convenience: The Hamilton County Department of Education School Nutrition Program may, by written notice to the Proposer, terminate this Contract without cause for any reason. Said



termination shall not be deemed a Breach of Contract by the HCDE SNP. The HCDE SNP must give notice of termination to the Proposer at least thirty days prior to the effective date of termination. The Proposer shall be entitled to receive compensation for satisfactory, authorized products delivered as of the termination date, but in no event, shall the School District be liable to the Proposer for compensation for any product or service which has not been rendered. Upon such termination, the Proposer shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

### 1.3. Special Terms and Conditions:

1.3.1 Subject to Funds Availability. The Contract is subject to the appropriation and availability of District funds. In the event that the funds are not appropriated or are otherwise unavailable, the District reserves the right to terminate the Contract upon written notice to the Proposer. Said termination shall not be deemed a breach of Contract by the District. Upon receipt of the written notice, the Proposer shall cease all work associated with the Contract. Should such an event occur, the Proposer shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Proposer shall have no right to recover from the District any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

1.3.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable local, state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Proposer by the District or acquired by the Proposer on behalf of the District shall be regarded as confidential information in accordance with the provisions of applicable local, state and federal law, local, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Proposer to safeguard the confidentiality of such material or information in conformance with applicable local, state and federal law, local, state and federal rules and regulations, departmental policy, and ethical standards.

The Proposer's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Proposer of this Contract; previously possessed by the Proposer without written obligations to the District to protect it; acquired by the Proposer without written restrictions against disclosure from a third party which, to the Proposer's knowledge, is free to disclose the information; independently developed by the Proposer without the use of the District's information; or, disclosed by the District to others without restrictions against disclosure. Nothing in this paragraph shall permit Proposer to disclose any information that is confidential under federal, state or local law or regulations, regardless of whether it has been disclosed or made available to the Proposer due to intentional or negligent actions or inactions of agents of the District or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

1.3.3. **The prices provided herein will be firm prices for the contract period. The contract period ends June 30, 2022.**

1.3.4. The Contract shall be awarded all or nothing by group. Proposers are expected to bid all items and **only use an item one time in the bid. If an item is used multiple times in the bid, it will be counted for the line item where it most accurately meets the written description and others will be considered a no bid item.** For the purpose of calculating a bottom line tabulation, in the event an item is not bid, the highest quoted price (from another vendor or market price) will be used for that item in calculating extensions to obtain bottom line pricing totals.

Failure to obtain pre-approval for a request to substitute a brand will deem the item as NO BID.

Proposals will more than 6% NO BID items within a group will be rejected.

The entire bid is awarded as "all or nothing" to the most responsible and responsive vendor by group.

1.3.5. As the signee for this proposal, the proposer agrees to the following: "By my signature on the face of this proposal, I certify that this proposal is made without prior understanding, agreement, or connection with

any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer.”

- 1.3.6. The successful proposer shall be issued a purchase order(s) to cover the contract period.
- 1.3.7. Proposer agrees to provide company uniforms and/or I D badges to all its delivery personnel.
- 1.3.8. CN Labels – When clearly specified, Meat Category Items must be CN labeled, meeting the Meat/Meat Alternate Component of the SNP as indicated on the specification form. In the event that a listed product or equal does not have a CN label, a product formulation sheet signed by a valid manufacturer representative (from the Research and Development department or other acceptable company representative) must be submitted, along with all other product manufacturers’ sheets with the bid.
- 1.3.9. Safety Data Sheets (SDS) for all applicable products must be provided with the bid.
- 1.3.10. The successful proposer shall provide a copy of product specification sheet for all the products submitted.
- 1.3.11. DO NOT CHANGE THE ESTIMATED USAGE – Estimated usages are given for each item for the contract period and for the purpose of bid evaluation. School Nutrition will re-adjust the estimated usages for the purpose of bid tabulation; the distributor is not to change this. The estimated usages do not indicate the actual quantity which will be ordered, since the volume will depend upon the requirements which develop during the contract period. Estimated usages are based on last year’s purchases and anticipated menu changes and are estimated for the bid period. When the estimated usage is for new/never used item, the amount is a projected amount based on anticipated acceptance by the students as well as without prior knowledge of the final price of the item(s). The School Nutrition Program (SNP) shall not be bound to purchase based on estimated usage. Efforts will be made as soon as possible after the award is made to communicate with the vendor any items for which the estimated usage is expected to drastically change. Also, the vendor will be notified of items that won’t be purchased due to their high price. The SNP will make every effort to provide the monthly menu to the vendor in advance.
- 1.3.12. Additional Items Added to Bid –
  - A) Sampling Items: The School Nutrition Program reserves the right to purchase new items not on the current bid. The purchase will be a one-time only purchase and for the purpose of evaluating items/sampling items for future menus (student sampling), and all procurement regulations will be followed. If the item is acceptable with students, the appropriate methods for procurement will be followed for the purchase of these items. This purchase will be declared as a “purchase for sampling.”
  - B) Adding Items During the Year: The School Nutrition Program may purchase new items during the year and will adhere to the local, state and federal procurement regulations. The threshold amount will determine the appropriate procurement process that the HCDE School Nutrition Program will utilize.
  - C) Adding Items at the Time of Contract Renewal: Since new products are developed and reformulated during the year, new items may be added to the bid at the time of Contract Renewal. The addition of new items at time of contract renewal must not change the scope of the original bid. Bid quotes will be obtained for all items and evaluated by the School Nutrition Program. The items will be added at a cost plus fixed fee value.
    - a. If an item cost is between \$1.00 and \$10.00, the fee will be \$1.00
    - b. If an item cost is between \$10.01 and \$30.00, the fee will be \$2.00
    - c. If an item cost is \$30.01 and above, the fee will be \$3.00
    - d. A minimum of 20% of the items will be audited by the School Nutrition Program prior to the time of renewal by requesting the vendor’s invoicing to determine cost. The fixed fee cannot change. The items added will remain firm-fixed throughout the contract period.
    - e. The awarded items will become part of the bid list for the next contract period.

f. The additions/or deletions to this bid will not exceed 10% of the monetary value of the group bid. This will be calculated based on the velocity reports from the previous year. New items will be calculated based on estimated usage. Any changes greater than 10% will not be allowed.

D) Adding an Item to Replace Permanently Rejected Item: In the event that the School Nutrition Program determines any item on the current bid is unacceptable due to continued poor quality, lack of availability or poor student acceptance the School Nutrition Program has the right to permanently reject the unacceptable item. The replacement products will be of equality meeting original bid specs and equal to or less than the original bid price. If the vendor cannot replace the product at the original bid price, then the item will be added at cost plus fixed fee value. The same cost plus fixed fee structure used for adding items at the time of contract renewal must be followed (number 9, section C). The replaced product has to be pre-approved by the School Nutrition Program Director or designee.

- 1.3.13. Orders – Vendors will be sent an electronic file of the order(s). Orders are submitted one week prior to the delivery week. Vendor must have system that is compatible with Titan software. **The School Nutrition Program reserves the right to cancel an order(s) due to emergency situations such as school cancellations due to weather conditions.**
- 1.3.14. Fresh Fruit and Vegetables Program (FFV) – Select schools (vendor will be notified) will participate in the FFV program and require separate orders and invoicing. Deliveries for the program will be made on the scheduled delivery day for each school. FFV program order forms will be emailed every Tuesday.
- 1.3.15. Commodity – All commodity orders and deliveries are through a State-contracted vendor. The commercial version of our commodity products is included on the bid in the event our commodity is unavailable. The successful vendor will be given advance notification when they will be asked to stock these items, and the District agrees to purchase all requested cases for this purpose.
- 1.3.16. A velocity report of items used (including those never purchased) are required by December 31st in email form to the School Nutrition Director or designee.
- 1.3.17. The successful bidder MUST supply a RECAP by item sold (quantity per month) on a YEAR-END basis. Final invoice will not be paid until the year-end recap is provided.
- 1.3.18. The successful bidder must accept liability for the expense of goods delivered damaged, lost during delivery, or any other damage incurred by the supplier's employees.
- 1.3.19. The successful bidder must furnish the School Nutrition Department office with a local contact name and number for potential issues during the contract period. This contact should be available 24 hours.
- 1.3.20. By the vendor's signature on the face of this bid, they certify this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

#### **1.4. Payment Terms and Conditions**

- 1.4.1. Compensation Firm. The payment rates and the maximum liability of the District under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason.
- 1.4.2. Payment Methodology. The Proposer shall be compensated based on the cost proposal authorized by the District. Any questions should be directed to Martha Marrufo, SNP Accounting Manager, at 423-498-7289.
- 1.4.3. Invoice Requirements. The Proposer shall invoice the District for Food items and Non-Food items delivered to the school cafeterias and as required below prior to any payment. Invoices submitted electronically will be preferred. Statements are required to be submitted to [CN\\_AP@hcde.org](mailto:CN_AP@hcde.org) and [SN\\_AP@hcde.org](mailto:SN_AP@hcde.org) weekly and Monthly if possible.

- 1.4.3.1. The Proposer agrees that an invoice shall be clear and accurate (all calculations must be extended and totaled correctly) and detail the following required information:
- Company Name
  - School Name
  - Purchase Order Number
  - Invoice/Reference Number (assigned by the Vendor)
  - Invoice Date
  - Item Numbers
  - Description of Item
  - Quantity
  - Unit Price and Extensions by Item
  - Total Amount Due for the Invoice Period
  - Delivery Date
- 1.4.3.2. The Proposer understands and agrees that an invoice to the District under this Contract shall:
- include only charges for items described in RFP Attachment 6.3. and in accordance with Section 1.4 Payment Terms and Conditions;
  - not include any future work but will only be submitted for completed service; and
  - not include sales tax or shipping charges.
- 1.4.3.3. The Proposer agrees that timeframe for payment (and any discounts) begins when the District Accounts Payable representative is in receipt of each invoice meeting the minimum requirements above.
- 1.4.4. Payment of Invoice. The payment of the invoice by the District shall not prejudice the District's right to object to or question any invoice or matter in relation thereto. Such payment by the District shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- 1.4.5. Invoice Reductions. The Proposer's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the District, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services. This will be done by the proposer issuing a credit to the School Nutrition Program, via Accounts Payable.

## 2. SCOPE OF THE RFP

The District is seeking a qualified proposer to purchase and deliver the Main Food and Non- Food Supplies to the 72 kitchens in the School District and school Nutrition warehouse. See RFP Attachment 6.10. for a list of items requested in this RFP.

**Deliveries** - must be accompanied by Delivery Tickets or Detailed Packing Slips. These shall contain the following information for each item delivered: Purchase Order Number; Item Number; Name of Article; Quantity; Name of School. All food must be processed, packaged, and delivered under the best possible sanitary conditions in accordance with local, State of Tennessee, and Federal Pure Food Laws and Health regulations.

- A. Deliveries: Deliveries will be made to a reduced number of school locations during the months of June and July. August through May the deliveries shall be made to each of the schools according to a mutually agreed-upon schedule but must be made to each location at least weekly. Any changes in deliveries must be pre-approved by the School Nutrition Director or designee. In case of a "Holiday", "1/2 School Day" or "No School Day" during a delivery week, the deliveries may be asked to be moved up or pushed back only one operating day, or as agreed upon between the vendor and the School Nutrition Director or designee. The School Nutrition Program reserves the right to cancel orders if needed.

An emergency contact name with phone number (a “before hours” and an “after hours: name/number) must be provided in the event of unanticipated school closures. An alternate delivery schedule will be agreed-upon in these events.

- B. Deliveries must be made within school business hours but not after the latest time listed on the attached school information sheet for the cafeteria identified, unless in the event of an emergency. In that event, the vendor must contact the Inventory Technician, Jeannie Hixson at 423 498-7287 to make alternate arrangements.
- C. Deliveries will be made to the kitchens in each school. **Stock is to be placed in the appropriate storage areas as designated by the manager or his/her designee. Upon delivery, the manager is to sign the invoice/packing slip and retain a copy.** Unsigned invoices will not be paid. Vendors cannot leave the products with anyone but the School Nutrition manager or designee. No products can be left during non-operating hours and left outside unattended.
- D. The vendor must ensure that HACCP policies are developed and followed when loading, traveling and unloading foods that are to be kept cold or frozen. For items to stay refrigerated or frozen, deliveries must be made in mechanically refrigerated trucks or maintaining a temperature below freezing at all times for the appropriate items shipped. The manager/designee has the right to refuse any shipment that does not meet the temperature required or has evidence of temperature abuse during the transportation and receiving. The SNP Director/designee reserves the right to reject the use of any equipment by the carrier if it is not in a clean, sanitary condition and suitable for hauling of all items.
- E. If, during the bid period, a vendor cannot supply an item, the Director of School Nutrition must be notified before a substitution is made. Substituting an item for which approval was not requested and received by the SNP Director may result in rejections of that item plus delaying or refusal of payment by the Board. A cafeteria manager is not to accept substitutions unless authorized by the School Nutrition Director or designee. Any items delivered that were not authorized by the School Nutrition Director will be picked up at the vendor’s expense and proper credit issued to the school where deliveries were made. Substitutions will be of equal quality meeting original bid specs, case size and/or equal to or less than the original bid price.

Nutrition and crediting information must be submitted with request.

- F. If an item was originally bid, unless the School Nutrition Program identified an item on the specification sheet as a “Special order requests”, (meaning that is a seasonal/special situation item) then all bid items are expected to be in stock and available for regular delivery. Failure to be able to provide regular products at a 95% fill rate can constitute a breach in contract (see page 34).
- G. Orders not delivered on the specified date and timeframe MUST be delivered on the next business day, unless alternative delivery is agreed upon by both the vendor and the SNP Director/designee.
- H. Late deliveries may be subject to charges paid by the vendor for employee overtime, in the event of egregious actions or repeated offenses.
- I. All orders to be shipped to the warehouse are to be unloaded by the driver into the dry storage or freezer section.
- J. All orders are to be on wooden pallets, stacked and secured in such a manner as to prevent the product from being crushed or from shifting or falling from pallet; i.e: banded, wrapped, or plastic shrink wrapped.
- K. Wooden pallets are to be four-way pallets 40 “x48”. No pallet swap out offered. Product is to be loaded on pallets to facilitate forklift unloading. All products shall not be stacked on pallets any higher than sixty inches (60”) high. Any loaded stacked higher will be required to be broken down by the driver or his/her helper. Extra pallets will be provided if needed, by this warehouse for stacking sixty inch pallets. Case weight for each product shall not exceed fifty (50) pounds.
- L. Nutrition Standards: These nutritional standards are required for the 2021 -2022 bid and beyond unless notified by the School Nutrition Program. The following standards must be followed:

- A. Trans Fat: Food products and ingredients used to prepare school meals must contain zero grams of Trans fat per serving per the nutrition facts label. Documentation for food products and food ingredients must include zero grams of Trans fat per serving. Meats that contain a minimal amount of naturally-occurring Trans-fat are allowed; however, documentation is needed to prove if naturally occurring.
- B. Saturated Fat: The School Nutrition Program is required to limit the percentage of calories from saturated fat to less than ten percent (10%) based on weighted averages. Therefore, documentation for saturated fat must be supplied on nutrition labels for all food items.
- C. Sodium: The School Nutrition Program is required to limit sodium in reimbursable meals, based on weighted averages at breakfast and lunch for each grade group. The sodium limits of target 2 are to be followed as listed for the July 01, 2017 guidelines as much as possible, according to market availability. Additionally, a la carte guidelines limit the amount of sodium allowable per serving. Therefore, documentation for sodium must be supplied on nutrition labels for all food items. (See attachment 6.8.)
- D. Grains: All grains served must contain at least 51% whole grain ingredients. Items specified as “WG” must meet the USDA’s whole grain rich definition by meeting at least one criteria below:
  - The food quantities from Group A-G, must contain at least 16 grams of whole grain or can be made with 8 grams of whole-grain and 8 grams of enriched meal and/or enriched flour to be considered whole grain-rich.
  - For group H and I, the volumes or weights listed must be offered to credit as one oz eq. this information provided on the product packaging or by the manufacturer, if available.
  - The product includes the FDA-approved whole grain health-claim.
  - The product ingredient declaration list whole grain first.

Grain Crediting Formula - Grains are credited based on ounce equivalent (oz eq) standards, as determined by the National School Lunch Program (NSLP) and School Breakfast Program (SBP) regulations, as well as by “serving” as determined by the Child and Adult Care Food Program (CACFP) for pre-K. Items may be credited by weight, using Exhibit A of the Food Buying Guide for Child Nutrition Programs (see attachment 6.7.). Alternatively, the recipe may be analyzed for creditable grains per serving, where 1 oz. eq credit = 16 oz of creditable grain. Creditable grains per serving is calculated as follows:

Total grams creditable grains in recipe divided by number of portions in recipe = number of grams creditable grains per portion

Number of grams creditable grains per portion divided by 16 = oz. eq grains

Round down to nearest ¼ grain serving = creditable oz. eq grains

(See attachment 6.7. for Grain Specifications)

- E. Artificial Colors: The District has opted to not offer items in the reimbursable meal program that contain artificial colors as an ingredient, though some items on bid do contain artificial colors and will be sold a la carte. No item containing artificial colors that is intended to be served in the meal program will be accepted as a pre-approved equal or a substitute.
  - F. Nitrates/Nitrites: The District has opted to not offer items that contain nitrates or nitrites. No item containing these ingredients will be accepted as a pre-approved equal or a substitute.
  - G. Other Ingredients: The District reserves the right to continue to eliminate unwanted ingredients as part of their formal Clean Label initiative. Future changes will be considered at time of renewal and will not exceed the 10% limit.
- M. All nutrition standards regulations and policy memos that guide our implementation of Healthy, Hunger-Free Kids Act can be found on the USDA website. As regulations change, additional information will be posted there. All SNP operators are required to follow regulations in place at time of purchase. As those regulations change, there may be a need to revise product requirements. This SFA reserves the right to delete or add products to comply with meal pattern regulations. Any items added must be priced according to the pricing structure specified in the bid conditions.

- N. **Pre-Approval Process:** Vendors electing to submit a brand and product number that is not specified must mail or deliver a list of requested substitutions with nutrition labels and crediting information, along with the product samples, to Rebecca Naab, SNP Dietitian (2501 Dodd Ave, Chattanooga, TN 37407) no later than noon EST on March 12, 2021. The vendor will receive a response to the request for preapproval within 7 days after the submission. If the proposed item is preapproved as equal, a copy of the notification must be added to the bid submission.

**Early requests are encouraged, rolling requests are acceptable.**

- O. If the vendor prefers to deliver the samples, delivery arrangements can be made by calling Ms. Martha Marrufo, at 423 498-7289 or emailing at Marrufo\_m@hcde.org

The samples will be used to help determine selection of items and the “PRE-APPROVED EQUAL” status. Whole case samples are discouraged since only ten (10) servings are needed. Samples must be clearly marked with manufacturer’s name, code number and product description.

Samples delivered without the requested nutritional information or product spec sheet will not be accepted.

Requests for pre-approval on brands NOT listed on the bid spec sheet must include:

- CN label – Photo or Electronic Copy, OR the Product Formulation Sheet that includes: product name, code, portion size, Child Nutrition equivalent and signature of the manufacturer’s representative (R&D representative, company officer, nutrition department, etc…) if applicable
- Nutrition label including ingredient list. If applicable
- Product spec sheet. If applicable
- The proposed item must meet specifications as written in the “Product Description” column of the table on page 50.
  - If the proposed item doesn’t meet these specifications, please don’t send it.
  - After meeting the previous requirement, the vendor may be asked to provide 10 servings to fulfill a tasting test. For an item to be pre-approved as equal, SNP will conduct a tasting test. For the proposed item to be pre-approved, it must reach a 70% acceptance in the tasting test.

- P. Summer Deliveries: The School Nutrition Program runs a Summer Feeding Program in certain schools. Deliveries will be made to those locations during the months of June and July. The delivery schedule and locations will be coordinated with the vendor through the Inventory Technician. The School Nutrition Program reserves the right not to request any deliveries during the summer.

- Q. To receive the product list and specifications in an EXCEL format, please email Ms. Martha Marrufo, at Marrufo\_m@hcde.org.

### 3. PROPOSAL REQUIREMENTS

#### 3.1. Proposal Form

A response to this RFP requires both parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information, amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the District will deem the proposal to be non-responsive and reject it. Cost proposals are to be entered on RFP Attachment 6.3.**

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8-½” x 11” pages. All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The District may determine a proposal to be non-responsive and reject it if:
  - a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
  - b. the Technical Proposal document does not completely respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.
  - c. the RFP is not returned in its entirety with appropriate questions answered and pages signed, documented as required.

- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

A Cost Proposal worksheet must be submitted in Microsoft Office Excel 2019 Workbook format as well as a hard copy of Cost Proposal bid worksheets as a backup. A template worksheet will be provided by emailing Ms. Martha Marrufo at Marrufo\_mhcdc.org. No other form will be considered. All Bidders must submit a Microsoft Office Excel 2019 Workbook file on a USB flash drive (readable by Microsoft Windows 7 version) with the bid worksheets. In case of errors in extensions, the unit price shall prevail.

**NOTICE: If a proposer fails to submit a cost proposal exactly as required, the District will deem the proposal to be non-responsive and reject it.**

- 3.1.2.1. A Proposer must only record the proposed cost/percentage exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for purchase, and deliver the Food and non-food supplies under the contract.
- 3.1.2.3. A Proposer must sign and date the hard copy of the Cost Proposal.
- 3.1.2.4. **A Proposer must submit the Cost Proposal and the Technical Proposal in different envelopes and place them in the package with the other RFP forms.**



### **3.2. Proposal Delivery**

A Proposer must deliver (via hand carry, mail, carrier or the like) a proposal in response to this RFP as detailed below. The District will not accept a proposal delivered by any other method (electronic, facsimile, or the like).

3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including, but not limited to, required signatures.

3.2.2. A Proposer must submit the original Technical Proposal and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Proposal paper document labeled:

“RFP File 21-29 TECHNICAL PROPOSAL ORIGINAL”

and one (1) exact copy of Technical Proposal labeled:

“RFP File 21-29 TECHNICAL PROPOSAL COPY”

In the event of a discrepancy between the original Technical Proposal document and the copy, the original, signed document will take precedence.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP File 21-29 COST PROPOSAL ORIGINAL”

and one (1) exact copy of the Cost Proposal labeled:

“RFP File 21-29 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the copy, the original, signed document will take precedence.

3.2.3. A Proposer must seal, package, and place the entire completed RFP in one envelope for delivery as follows.

3.2.3.1. The Technical Proposal original document and copy must be placed in a sealed package that is clearly labeled:

“COMPANY NAME, RFP File 21-29 TECHNICAL PROPOSAL, TIME AND DATE OF OPENING”

3.2.3.2. The Cost Proposal original document and copy must be placed in a separate, sealed package that is clearly labeled:

“COMPANY NAME, RFP File 21-29 COST PROPOSAL, TIME AND DATE OF OPENING”

3.2.3.3. The separately, sealed Technical and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled in the lower left-hand corner of the envelope:

“COMPANY NAME, RFP File 21-29 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL, TIME AND DATE OF OPENING”

3.2.4. A Proposer must ensure that the Purchasing Agent receives a proposal in response to this RFP no later than the Proposal Deadline time and date designated on the front cover of the RFP.

**Hamilton County Department of Education  
Denise Ellison, Purchasing Agent  
3074 Hickory Valley Road  
Chattanooga, TN 37421**

### **3.3. Proposal & Proposer Prohibitions**

3.3.1. A proposal must **not** include the Proposer’s own contract terms and conditions that constitute **material change**. If a proposal contains such terms and conditions, the District, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

3.3.2. A proposal must **not** restrict the rights of the District or otherwise qualify the offer to deliver products and services as required by this RFP. If a proposal restricts the rights of the District or otherwise qualifies the

offer to deliver products and services as required by this RFP, the District, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

- 3.3.3. A proposal must not propose alternate services (i.e., offer products or services different from those requested and required by this RFP). The proposer cannot contract with third party vendor to deliver the contract services. The District will consider a proposal of alternate products or services or third party contracts to be non-responsive and reject them.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The District will reject any Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the District will consider any such actions to be grounds for proposal rejection or contract termination.
- 2.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect or subject to record. If the District determines that a Proposer has provided such incorrect information, the District will deem the Proposer's proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the District will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime proposer while also permitting one or more other Proposers to offer the Proposer as a sub-proposer in their own proposals. Such may result in the disqualification of all Proposers knowingly involved.

#### **3.4. Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date given.

#### **3.5. Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP deadline time and date by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time prior to the Proposal Deadline.

### **4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

#### **4.1. RFP Cancellation**

The District reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations, and does not guarantee that a contract award will result from this RFP.

#### **4.2. District Right of Rejection**

- 4.2.1. Subject to applicable laws and regulations, the District reserves the right to reject, at its sole discretion, any and all proposals.
- 4.2.2. The District may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP.

**4.3. Removal of Proposer's Employees:** The successful proposer agrees to utilize only experienced, responsible and capable people in the performance of the service. The District may require that the successful proposer remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the District.

- 4.4. Insurance:** Proposers shall provide Worker's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based. Successful proposer must add the Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured. Complete copies of insurance policies must be provided, if requested. A failure to provide said documentation will be considered a contract breach and grounds for termination.

**Insurance Required:**

All proposers must provide Certificate of Insurance detailing the following coverage and amounts as part of RFP submittal:

<b>Coverage</b>	<b>Amount</b>
Workers Compensation	Statutory Limits of Tennessee
Employers Liability:	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 each occurrence, \$3,000,000 aggregate
E & O:	\$1,000,000 each occurrence
Auto (Truck) Liability:	\$5,000,000 each occurrence + uninsured motorist

Successful proposer must add the Hamilton County Department of Education to insurance policies as additional named insured prior to the execution of contract.

**4.5. Licensure**

- 4.5.1. The apparent successful Proposer (and Proposer employees as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The District will require any Proposer to submit copies of proper licensure along with the proposal.

**4.6. Disclosure of Proposal Contents**

- 4.6.1. Each proposal and all materials submitted to the District in response to this RFP become the property of the District. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the District
- 4.6.2. The District will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are reviewed and the recommended proposer is approved by the Board.

**4.7. Contract Approval and Contract Payments**

- 4.7.1. This RFP and its proposer selection processes do not obligate the District and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. District obligations pursuant to a contract award shall commence only after the contract is signed by the District Purchasing Director and the Proposer, and after the Contract is approved by the Hamilton County Board of Education as required by applicable laws and regulations. Also, a purchase order will be issued after the School Board approves the selected proposer.
- 4.7.2. No payment will be obligated or made until the relevant Contract is approved. All payments relating to this procurement will be made in accordance with the District Payment Terms and Conditions of the Contract resulting from this.

**4.8. Proposer Performance**

The Proposer resulting from this RFP will be responsible for the completion of all products and service requested in this RFP including attachments and addendums. All products and service requested are subject to inspection and evaluation by the School Nutrition Director or Designee. The District will employ all reasonable means to ensure that the products and service are progressing and being performed in compliance with the Contract; and the Proposer must cooperate with such efforts.

**4.9. Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the District and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

**5. PROPOSAL EVALUATION & CONTRACT AWARD**

**5.1. Evaluation Categories & Maximum Points**

The School Nutrition Evaluation Team will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

<b>EVALUATION CATEGORY</b>	<b>MAXIMUM POINTS POSSIBLE</b>
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	10
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	20
<b>Cost Proposal</b> (Refer to RFP Attachment 6.3.)	70

**5.2. Evaluation Process**

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. (“Responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.) Upon request, the Proposer shall submit documentation substantiating the Proposer’s financial responsibility.

5.2.1. **Technical Proposal Evaluation.** The RFP Proposal Evaluation Team (consisting of the School Nutrition Director or designee and at least two other School Nutrition employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The Evaluation Team reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the Team. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the District.

- 5.2.1.2. The Director of School Nutrition or designee will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A—Mandatory Requirements. If the Director of School Nutrition determines that a proposal may have failed to meet one (1) or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:
  - a. the proposal adequately meets requirements for further evaluation;
  - b. the Team will request clarifications or corrections; or,
  - c. the Team will forward the RFP to the Purchasing Agent to determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Sections B and Section C.
- 5.2.1.4. For each proposal evaluated, a designated team member will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.
- 5.2.1.5. Before Cost Proposals are reviewed, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award. The Cost Proposal envelope won’t be open. The team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Director of School Nutrition or designee will review the Cost Proposal for evaluation of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Proposal Score.** The team designee will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.4., Proposal Score Summary Matrix).
- 5.3. Contract Award Process**
  - 5.3.1. The Director of School Nutrition will determine the apparent best-evaluated proposal. (To recommend a contract award to a Proposer other than the one receiving the highest evaluation process score, the Director of School Nutrition must provide written justification and obtain approval from the District Purchasing Director.)
  - 5.3.2. The Director of School Nutrition or designee will submit the Proposal Evaluation Team determinations and proposal scores to the HCDE Purchasing Agent for consideration along with any other relevant information that might be available and pertinent to contract award.
  - 5.3.3. The School Nutrition Proposal Evaluation Team reserves the right to make an award without further discussion of any proposal.
  - 5.3.4. The Purchasing Director will submit the request for approval of the recommended proposer to the next earliest Board meeting. All proposers will be notified by this Director as to the status of their proposal submission.

## 6. ATTACHMENTS

- Attachment 6.1  
RFP File 21-29 Proposal Statement of Assurances
- Attachment 6.2  
Technical Proposal & Evaluation Guide
- Attachment 6.3.  
Cost Proposal & Evaluation Guide
- Attachment 6.4.  
Proposal Score Summary Matrix
- Attachment 6.5.  
List of Schools, Contact information and delivery hours.
- Attachment 6.6.  
Nutrition Standards in the National School Lunch and School Breakfast Programs
- Attachment 6.7.  
Sodium Reduction Guidelines
- Attachment 6.8.  
Smart Snacks in School
- Attachment 6.9.  
Detailed list of items requested in this RFP. Any substitute item MUST pass through the Pre-Approved Process describe in page 30.

**RFP ATTACHMENT 6.1.**

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**RFP File 21-29 PROPOSAL STATEMENT OF ASSURANCES**

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

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**The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all the items and service (including delivery) as defined in the Scope of the RFP, section 2., of the RFP for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

**By signing this Proposal Statement of Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President or Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.**

**\*\*DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY\*\***

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME & TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROPOSER LEGAL ENTITY NAME:** \_\_\_\_\_

**PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):** \_\_\_\_\_

**RFP ATTACHMENT 6.2. — SECTION A**

**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION A: MANDATORY REQUIREMENTS.** The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The Contract Administrator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the Contract Administrator will review each proposal for compliance with all RFP requirements.

<b>PROPOSER LEGAL ENTITY NAME:</b>		
<b>Section A— Mandatory Requirement Items</b>		<b>Circle One:</b>
The Proposal must be delivered to the District no later than the Proposal Deadline specified in the RFP.		<b>Pass / Fail</b>
The Technical Proposal must NOT contain cost or pricing information of any type.		<b>Pass / Fail</b>
The Technical Proposal must NOT contain any restrictions of the rights of the District or other qualification of the proposal.		<b>Pass / Fail</b>
A Proposer must NOT submit alternate proposals, change language or format, or submit more than one bid for the same proposal or more than one bid from different locations for the same company.		<b>Pass / Fail</b>
A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-proposer).		<b>Pass / Fail</b>
The Proposer must submit the completed RFP with all appropriate acknowledgements, forms, requested documents, notary and general signatures, as required. Proposer may not add additional sheets unless requested.		<b>Pass / Fail</b>
Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.		<b>Pass / Fail</b>
Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the District) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the District, and the District reserves the right to cancel any award.		<b>Pass / Fail</b>
The proposer must submit all local, state, and federal agency licensing requirements for their company.		<b>Pass / Fail</b>
<i>District Use – Contract Administrator Signature, Printed Name &amp; Date:</i>		



**RFP ATTACHMENT 6.2. — SECTION B**

**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** On a separate page(s) the Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign up to the maximum score for each response to Section B—General Qualifications & Experience Items. The maximum points for this section are ten (10).

PROPOSER LEGAL ENTITY NAME:				
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items	Maximum Points	Item Score
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the District should contact regarding the proposal.	0.5	
	B.2.	Describe the Proposer’s form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).	1	
	B.3.	Detail the number of years the Proposer has been in business.	1.5	
	B.4.	State whether or not there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.	0.5	
	B.5.	Provide three (3) customer references from individuals (who are <u>not</u> current or former officials or staff of the District) for projects similar to the services sought under this RFP. Detail the name, e-mail address, mailing address, telephone number, and facsimile number for each reference.	1.5	
	B.6.	State whether or not the Proposer has been declared in default of any contract	1	
	B.7.	State whether or not the Proposer or, to the Proposer’s knowledge, any of the Proposer’s employees, agents, independent proposers, or sub-proposers, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.	1	
	B.8.	State whether or not, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	1	
	B.9.	State whether or not there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer’s performance in a contract pursuant to this RFP.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The District may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.	1	
	B.10.	State whether or not your company has ever been sanctioned or found in violation (past, present, pending) of any local, state or federal environmental violations. If so, include an explanation providing relevant details.	1	
<b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above) (maximum possible score = 10):</b>				
<i>District Use – Evaluator Identification:</i>				
<i>District Use – Contract Administrator Signature, Printed Name &amp; Date:</i>				

**RFP ATTACHMENT 6.2. — SECTION C**

**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** On a separate page(s) the Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three (3) School Nutrition employees, will independently evaluate and score the proposal's response to each item. The maximum points for this section are twenty (20).

PROPOSER LEGAL ENTITY NAME:				
Proposal Page # (Proposer completes)	Item Ref.	Section C–Technical Qualifications, Experience & Approach Items	Maximum Points	District Use ONLY
				Item Score
	<b>C.1.</b>	<b>ORDERING</b>		
	C.1.1	Describe the method and timeline for order placement and changes. For electronic ordering, please describe the abilities of your software to receive consolidated orders.	3	
	C.1.2	Indicate if a minimum order is required per site, if so please state how much	2	
	C.1.3	Describe the process for notification and handling of shortages or substitutions	2	
	<b>C.2.</b>	<b>DELIVERING</b>		
	C.2.1	Discuss the proposed delivery schedule, including the ability to deliver weekly, as well as the minimum and maximum number of days each week the proposer would need to run to deliver to each location weekly.	3	
	C.2.2	Describe alternate procedures to deliver to the schools for holidays, ½ days and school closures due to inclement weather days.	2	
	C.2.3	Identify the number of delivery trucks that will be utilized daily to meet the delivery schedule described in C.2.1.	2	
	C.2.4	Describe the proposer's plan to respond to problems with deliveries, such as wrong or damage products delivered, etc.	2	
	C.3.	Identify the process for handling product recalls, including primary person and back up person contact information	2	
	C.4.	Describe emergency support to service the District in the event of a District or Distributor computer failure.	1	
	C.5.	Provide the contact information for after 4:30pm and before 7:00am. Sunday through Saturday.	1	
<b>Total Score (maximum possible score = 20):</b>				
<i>District Use – Evaluator Identification:</i>				
<i>Contract Administrator Signature, Printed Name &amp; Date:</i>				

**RFP ATTACHMENT 6.3.**

**COST PROPOSAL & SCORING GUIDE**

*NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED*

**COST PROPOSAL SCHEDULE**— The Proposer shall list their Cost Proposal in the white columns below. It shall indicate the proposed price for the entire scope of this RFP, by group. The Cost Proposal shall remain valid until June 30, 2022. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. The District reserves the right to modify the bottom-line price resulting in changes from NO BID items, changes in usage due to different pack sizes, etc.

**NOTICE:**The District is under no obligation to request work from the Proposer in any specific dollar amounts or to request any work at all from the Proposer during any period of this Contract. Any work performed by the Proposer will remain their responsibility during the warranty period.

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

This section has a maximum points value of seventy (70). The maximum 70 points will be awarded to the lowest cost proposal. All other cost proposals receive prorated points, each calculated by dividing the cost of the lowest cost proposal by each cost proposal and multiplying by 70.

<b>PROPOSER SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>PROPOSER LEGAL ENTITY NAME:</b>			
Cost Item Description See attachment	<i>District Use ONLY</i>		
	Total Cost	Maximum Evaluation Points Awarded	Evaluation Points Score
GROUP # 1			
Bid Items			
GROUP # 2			
Bid Items			

The product list is on Page # 51 Attachment 6.10.

Bids must be submitted in Microsoft Office Excel 2019 Workbook format. A template worksheet will be provided by emailing Ms. Martha Marrufo, at Marrufo\_m@hcde.org. No other form will be considered. **All Bidders must submit a Microsoft Office Excel 2019 Workbook file on a USB flash drive as well as include copies of bid documents, bid worksheets and nutritional/crediting statements and related documents.** Also, bidders must provide a hard copy of bid worksheets typewritten as a backup and nutritionals. In case of errors in extensions, the unit price shall prevail.

**PROPOSAL SCORE SUMMARY MATRIX**

**RFP ATTACHMENT 6.4.**

<b>GROUP # 1</b>	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE (maximum: 10)</b>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH (maximum: 20)</b>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL (maximum: 70)</b>	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)</b>						
<i>Contract Administrator Signature, Printed Name &amp; Date:</i>						

<b>GROUP # 2</b>	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE (maximum: 10)</b>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH (maximum: 20)</b>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL (maximum: 70)</b>	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)</b>						
<i>Contract Administrator Signature, Printed Name &amp; Date:</i>						

**RFP ATTACHMENT 6.5.**

<b>Site Description</b>	<b>Address</b>	<b>City</b>	<b>ST</b>	<b>Zip</b>	<b>Phone</b>	<b>Manager</b>
Allen Elementary	9811 Dallas Hollow Rd	Soddy Daisy	TN	37379	423-843-4725	Paula Nabors
Alpine Crest Elementary	4700 Stagg Rd	Chattanooga	TN	37415	423-874-1922	Jeanelle Vineyard
Apison Elementary	10433 E Brainerd Rd	Apison	TN	37302	423-236-4377	Connie Oschenbein
Barger Academy	4808 Brainerd Rd	Chattanooga	TN	37411	423-493-0350	Carrie Silvis
Battle Academy	1601 Market St	Chattanooga	TN	37402	423-209-5755	Tammy Lambert
Big Ridge Elementary	5210 Cassandra Smith Rd	Hixson	TN	37343	423-843-4798	Michelle Smith
Brainerd High	1020 N Moore Rd	Chattanooga	TN	37411	423-855-2621	Cecilia Frazier
Brown Academy	718 East 8th St	Chattanooga	TN	37403	423-209-5768	Maranda Henderson
Brown Middle	5716 Highway 58	Harrison	TN	37341	423-344-1443	April White
Central High	5728 Highway 58	Harrison	TN	37341	423-344-1454	Jennifer McNabb
Chattanooga High (CCA)	1301 Dallas Rd	Chattanooga	TN	37411	423-209-5940	Tammy Bearden
Chatt School Arts/Sciences- CSAS	865 East 3rd St	Chattanooga	TN	37403	423-209-5846	Cynthia McGee
Chatt School for Liberal Arts- CSLA	6579 East Brainerd Rd	Chattanooga	TN	37421	423-855-2608	Donna Kelly
Clifton Hills Elementary	1815 East 32nd St	Chattanooga	TN	37407	423-493-0359	Melinda Shaffer
Daisy Elementary	620 Sequoyah Rd	Soddy Daisy	TN	37379	423-332-8818	Paula Hillian
Dalewood Middle	1300 Shallowford Rd	Chattanooga	TN	37411	423-493-0325	Cecilia Frazier
Donaldson, Calvin Elem	927 West 37th St	Chattanooga	TN	37410	423-825-7261	Carol Cagle
Dupont Elementary	4134 Hixson Pike	Chattanooga	TN	37415	423-870-0617	Maranda Henderson
East Brainerd Elementary	7453 East Brainerd Rd	Chattanooga	TN	37421	423-855-2673	April Stafford
East Hamilton High	2015 Ooltewah Ringgold Rd	Chattanooga	TN	37363	423-893-3544	Cathie Vandemark
East Hamilton Middle	3550 Bentwood Cove	Chattanooga	TN	37421	423-498-6802	Patricia Haven
East Lake Elementary	3600 13th Ave	Chattanooga	TN	37407	423-493-0371	Destiny Strickland
East Lake Middle	2700 East 34th St	Chattanooga	TN	37407	423-493-0336	Tracy Sweat
East Ridge Elementary	1014 John Ross Rd	Chattanooga	TN	37412	423-493-9299	Tina Henderson
East Ridge High	4320 Bennett Rd	Chattanooga	TN	37412	423-867-6217	Thelma Neal
East Ridge Middle	4400 Bennett Rd	Chattanooga	TN	37412	423-867-6213	Kim Stevens
Eastside Elementary	1603 S. Lyerly St	Chattanooga	TN	37404	423-493-7783	Shemeca Bell
Middle Valley Elem	1609 Thrasher Pike	Hixson	TN	37343	423-843-4701	Joanna Sheets
Hardy Elementary	2100 Glass St	Chattanooga	TN	37406	423-493-0305	Teresa Carter
Harrison Elementary	8098 Ferdinand Piech Way	Harrison	TN	37341	423-344-1432	Jennifer Elliot
Hixson Elementary	5950 Winding Lane	Hixson	TN	37343	423-870-0622	Denise Swanson
Hixson High	5705 Middle Valley Rd	Hixson	TN	37343	423-847-4800	Chasity Higdon
Hixson Middle	5681 Old Hixson Pike	Hixson	TN	37343	423-847-4820	Deborah Blackstone

Howard High	2500 South Market St	Chattanooga	TN	37408	423-209-5878	Kim Pastor Ramos
Hunter Middle	5973 Hunter Rd	Ooltewah	TN	37363	423-344-1483	Susan Kelley
Lakeside Elementary	4850 Jersey Pike	Chattanooga	TN	37416	423-855-2606	Amanda Reeves
Loftis Middle	8611 Columbus Rd	Hixson	TN	37343	423-843-4756	Kelly Nelson
Lookout Mtn Elementary	321 North Bragg Ave	Lookout Mtn	TN	37350	423-825-7388	Beverly Goodwin
Lookout Valley Elementary	701 Brown's Ferry Rd	Chattanooga	TN	37419	423-825-7375	Kenetra Gonzales
Lookout Valley Middle/High	350 Lookout High St	Chattanooga	TN	37419	423-825-7355	Deborah Boyd
McConnell Elementary	8629 Columbus Rd	Hixson	TN	37343	423-843-4703	Tammy Miller
Nolan Elementary	4435 Shackelford Rdg Rd	Signal Mtn	TN	37377	423-886-0872	Brenda Camp
Normal Park Lower	1009 Mississippi Ave	Chattanooga	TN	37405	423-209-5902	Chad Phillips
Normal Park Upper	1219 W Mississippi Ave	Chattanooga	TN	37405	423-209-5918	Chad Phillips
North Hamilton County Elem	601 Industrial Blvd	Sale Creek	TN	37373	423-332-8852	Melinda Shaffer
Ooltewah Elementary	8890 Snowy Owl Rd	Ooltewah	TN	37363	423-238-9551	Dewanda Benning
Ooltewah High	6123 Mountain View Rd	Ooltewah	TN	37363	423-238-5396	Hollie Isaac
Ooltewah Middle	5100 Ooltewah-Ringgold Rd	Ooltewah	TN	37363	423-238-5730	Michell Leamon
Orchard Knob Elementary	2000 East 3rd St	Chattanooga	TN	37404	423-493-0386	April Burkhart
Orchard Knob Middle	500 N Highland Park Ave	Chattanooga	TN	37404	423-493-7797	Lanika Benford
Red Bank Elementary	1100 Mountain Crk Rd	Chattanooga	TN	37405	423-874-1919	Mary Knight
Red Bank High	640 Morrison Spgs Rd	Chattanooga	TN	37415	423-874-1905	Donna Cox
Red Bank Middle	3701 Tom Weathers Dr	Chattanooga	TN	37415	423-874-1911	Diane Smith
Rivermont Elementary	3330 Hixson Pike	Chattanooga	TN	37415	423-870-0612	Valerie Skipper
Sale Creek Middle/High	211 Patterson Rd	Sale Creek	TN	37373	423-332-8822	Rhonda Wright
Sequoyah Vocational	9517 Ridge Trail Rd	Soddy Daisy	TN	37379	423-843-4709	Sheila Williams
Shepherd, Bess T. Elem	7126 Tyner Rd	Chattanooga	TN	37421	423-855-2672	Nicole Turitto
Signal Mtn Middle/High	2650 Sam Powell Trail	Signal Mtn	TN	37377	423-886-0877	Jackie Ellis
Smith, W A Elementary	5971 Hunter Rd	Ooltewah	TN	37363	423-344-1427	Ginger Ferguson
Snow Hill Elementary	9042 Career Lane	Ooltewah	TN	37363	423-344-1459	Dori Lyles
Soddy Daisy High	618 Sequoyah-Access Rd	Soddy Daisy	TN	37379	423-332-8836	Toni Cranmore
Soddy Daisy Middle	200 Turner Rd	Soddy Daisy	TN	37379	423-332-8857	Brenda Egger
Soddy Elementary	260 School St	Soddy Daisy	TN	37379	423-332-8841	Patricia Davidson
Spring Creek Elementary	1100 Spring Creek Rd	Chattanooga	TN	37412	423-855-6140	Patricia Haven
Thrasher Elementary	1301 James Blvd	Signal Mtn	TN	37377	423-886-0884	Donna Warren
Tyner High	6836 Tyner Rd	Chattanooga	TN	37421	423-855-2637	Phyllis Spence
Tyner Middle	6837 Tyner Rd	Chattanooga	TN	37421	423-855-2650	Audry Ensley
Westview Elementary	9629 East Brainerd Rd	Chattanooga	TN	37421	423-855-6144	Leticia Chenkus
Wolftever Elementary	5080 Ooltewah-Ringgold Rd	Ooltewah	TN	37363	423-238-7308	Vicki Pittman
Woodmore Elementary	800 Woodmore Lane	Chattanooga	TN	37411	423-493-0393	Thailia Smith

**RFP ATTACHMENT 6.6.**

**EXHIBIT A: SCHOOL LUNCH AND BREAKFAST  
WHOLE GRAIN-RICH OUNCE EQUIVALENCY (OZ EQ) REQUIREMENTS FOR  
SCHOOL MEAL PROGRAMS<sup>1,2</sup>**

<b>GROUP A</b>	<b>OZ EQ FOR GROUP A</b>
<ul style="list-style-type: none"> <li>• Bread type coating</li> <li>• Bread sticks (hard)</li> <li>• Chow mein noodles</li> <li>• Savory Crackers (saltines and snack crackers)</li> <li>• Croutons</li> <li>• Pretzels (hard)</li> <li>• Stuffing (dry) Note: weights apply to bread in stuffing.</li> </ul>	<ul style="list-style-type: none"> <li>1 oz eq = 22 gm or 0.8 oz</li> <li>3/4 oz eq = 17 gm or 0.6 oz</li> <li>1/2 oz eq = 11 gm or 0.4 oz</li> <li>1/4 oz eq = 6 gm or 0.2 oz</li> </ul>
<b>GROUP B</b>	<b>OZ EQ FOR GROUP B</b>
<ul style="list-style-type: none"> <li>• Bagels</li> <li>• Batter type coating</li> <li>• Biscuits</li> <li>• Breads (sliced whole wheat, French, Italian)</li> <li>• Buns (hamburger and hot dog)</li> <li>• Sweet Crackers<sup>4</sup> (graham crackers - all shapes, animal crackers)</li> <li>• Egg roll skins</li> <li>• English muffins</li> <li>• Pita bread (whole wheat or whole grain-rich)</li> <li>• Pizza crust</li> <li>• Pretzels (soft)</li> <li>• Rolls (whole wheat or whole grain-rich)</li> <li>• Tortillas (whole wheat or whole corn)</li> <li>• Tortilla chips (whole wheat or whole corn)</li> <li>• Taco shells (whole wheat or whole corn)</li> </ul>	<ul style="list-style-type: none"> <li>1 oz eq = 28 gm or 1.0 oz</li> <li>3/4 oz eq = 21 gm or 0.75 oz</li> <li>1/2 oz eq = 14 gm or 0.5 oz</li> <li>1/4 oz eq = 7 gm or 0.25 oz</li> </ul>
<b>GROUP C</b>	<b>OZ EQ FOR GROUP C</b>
<ul style="list-style-type: none"> <li>• Cookies <sup>3</sup> (plain - includes vanilla wafers)</li> <li>• Cornbread</li> <li>• Corn muffins</li> <li>• Croissants</li> <li>• Pancakes</li> <li>• Pie crust (dessert pies<sup>3</sup>, cobbler<sup>3</sup>, fruit turnovers<sup>4</sup>, and meat/meat alternate pies)</li> <li>• Waffles</li> </ul>	<ul style="list-style-type: none"> <li>1 oz eq = 34 gm or 1.2 oz</li> <li>3/4 oz eq = 26 gm or 0.9 oz</li> <li>1/2 oz eq = 17 gm or 0.6 oz</li> <li>1/4 oz eq = 9 gm or 0.3 oz</li> </ul>

<sup>1</sup> The following food quantities from Groups A-G, must contain at least 16 grams of whole-grain or can be made with 8 grams of whole-grain and 8 grams of enriched meal and/or enriched flour to be considered whole grain-rich.

<sup>2</sup> Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

<sup>3</sup> Allowed only as dessert at lunch as specified in §210.10.

<sup>4</sup> Allowed for desserts at lunch as specified in §210.10, and for breakfasts served under the SBP.

**ATTACHMENT 6.6. cont**

<b>GROUP D</b>	<b>OZ EQ FOR GROUP D</b>
<ul style="list-style-type: none"> <li>• Doughnuts<sup>4</sup> (cake and yeast raised, unfrosted)</li> <li>• Cereal bars, breakfast bars, granola bars<sup>4</sup> (plain)</li> <li>• Muffins (all, except corn)</li> <li>• Sweet roll<sup>4</sup> (unfrosted)</li> <li>• Toaster pastry<sup>4</sup> (unfrosted)</li> </ul>	1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz
<b>GROUP E</b>	<b>OZ EQ FOR GROUP E</b>
<ul style="list-style-type: none"> <li>• Cereal bars, breakfast bars, granola bars<sup>4</sup> (with nuts, dried fruit, and/or chocolate pieces)</li> <li>• Cookies<sup>3</sup> (with nuts, raisins, chocolate pieces and/or fruit purees)</li> <li>• Doughnuts<sup>4</sup> (cake and yeast raised, frosted or glazed)</li> <li>• French toast</li> <li>• Sweet rolls<sup>4</sup> (frosted)</li> <li>• Toaster pastry<sup>4</sup> (frosted)</li> </ul>	1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz
<b>GROUP F</b>	<b>OZ EQ FOR GROUP F</b>
<ul style="list-style-type: none"> <li>• Cake<sup>3</sup> (plain, unfrosted)</li> <li>• Coffee cake<sup>4</sup></li> </ul>	1 oz eq = 82 gm or 2.9 oz 3/4 oz eq = 62 gm or 2.2 oz 1/2 oz eq = 41 gm or 1.5 oz 1/4 oz eq = 21 gm or 0.7 oz
<b>GROUP G</b>	<b>OZ EQ FOR GROUP G</b>
<ul style="list-style-type: none"> <li>• Brownies<sup>3</sup> (plain)</li> <li>• Cake<sup>3</sup> (all varieties, frosted)</li> </ul>	1 oz eq = 125 gm or 4.4 oz 3/4 oz eq = 94 gm or 3.3 oz 1/2 oz eq = 63 gm or 2.2 oz 1/4 oz eq = 32 gm or 1.1 oz
<b>GROUP H</b>	<b>OZ EQ FOR GROUP H</b>
<ul style="list-style-type: none"> <li>• Cereal Grains (barley, quinoa, etc)</li> <li>• Breakfast cereals (cooked)<sup>5,6</sup></li> <li>• Bulgur or cracked wheat</li> <li>• Macaroni (all shapes)</li> <li>• Noodles (all varieties)</li> <li>• Pasta (all shapes)</li> <li>• Ravioli (noodle only)</li> <li>• Rice (enriched white or brown)</li> </ul>	1 oz eq = 1/2 cup cooked or 1 ounce (28 g) dry
<b>GROUP I</b>	<b>OZ EQ FOR GROUP I</b>
<ul style="list-style-type: none"> <li>• Ready to eat breakfast cereal (cold, dry)<sup>5,6</sup></li> </ul>	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cups or 1 ounce for puffed cereal 1 oz eq = 1/4 cup or 1 ounce for granola

<sup>5</sup> Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

<sup>6</sup> Cereals must be whole-grain, or whole grain and enriched or fortified cereal.



**RFP ATTACHMENT 6.7.**

<b>Sodium Reduction: Timeline &amp; Amount</b>				
<b>Age/Grade Group</b>	<b>Baseline: Average Current Sodium Levels As Offered<sup>1</sup> (mg)</b>	<b>Target 1: July 1, 2014 SY 2014-2015 (mg)</b>	<b>Target 2: July 1, 2017 SY 2017-2018 (mg)</b>	<b>Final Target: July 1, 2022 SY 2022-2023 (mg)</b>
<b>School Breakfast Program</b>				
K-5	573 (elementary)	≤ 540	≤ 485	≤ 430
6-8	629 (middle)	≤ 600	≤ 535	≤ 470
9-12	686 (high)	≤ 640	≤ 570	≤ 500
<b>National School Lunch Program</b>				
K-5	1,377 (elementary)	≤ 1,230	≤ 935	≤ 640
6-8	1,520 (middle)	≤ 1,360	≤ 1,035	≤ 710
9-12	1,588 (high)	≤ 1,420	≤ 1,080	≤ 740

## RFP ATTACHMENT 6.8.



### Smart Snacks in School

Since July 1, 2014, the US Department of Agriculture's [Smart Snacks in School rules](#) have required all foods and beverages sold separate from school meals to meet new nutrition standards. Often referred to as "competitive foods," because they are sold in competition to the complete reimbursable school meal, these items include entrees, sides, snacks or drinks sold during the school day in vending machines, snack bars and a la carte lines. The rules do not apply to food and beverages brought from home or sold during non-school hours, weekends or at off-campus events (e.g. concessions during sporting events and school plays).

Under Smart Snacks in Schools, competitive foods must:

- Be a "whole grain-rich" grain product; or
- Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable; or
- Contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the *2010 Dietary Guidelines for Americans* (calcium, potassium, vitamin D, or dietary fiber).

Foods must also meet several nutrient requirements:

**Calorie limits:**

Snack items: ≤ 200 calories

Entrée items: ≤ 350 calories

**Sodium limits:**

Snack items: ≤ 230 mg (≤ 200 mg in 2016)

Entrée items: ≤ 480 mg

**Fat limits:**

Total fat: ≤ 35% of calories

Saturated fat: < 10% of calories

Trans fat: zero grams

**Sugar limit:**

≤ 35% of weight from total sugars in foods

**Nutrition Standards for Beverages:**

All schools may sell:

- Plain water (with or without carbonation), no portion limit
- Unflavored low-fat milk
- Unflavored or flavored fat-free milk and milk alternatives (e.g. soy milk, lactose-free milk)
- 100% fruit or vegetable juice and
- 100% fruit or vegetable juice diluted with water (with or without carbonation), and no added sweeteners.

Elementary schools may sell up to 8-ounce portions, middle/high schools up to 12-ounces of milk and juice.

High schools may sell additional "no calorie" and "lower calorie" beverage options, including caffeinated beverages. Offerings may include no more than 20-ounce portions of calorie-free, flavored water (with or without carbonation) and other flavored and/or carbonated beverages that contain < 5 calories per 8 fluid ounces or ≤ 10 calories per 20 fluid ounces. High schools may also offer no more than 12-ounce portions of beverages with ≤ 40 calories per 8 ounces, or ≤ 60 calories per 12 ounces.

**Fundraisers:** States may establish exemptions for items sold at infrequent fundraisers or bake sales.

**Local Flexibility:** States and/or local schools have the flexibility to maintain or establish their own more stringent standards for competitive foods, as long as they meet the minimum federal standards.

**BID PRODUCT LIST**  
**GROUP 1 AND Group 2**