



Robertson County Tennessee

Jody Stewart, Finance Director

Finance Department

523 South Brown Street, Springfield, TN 37172

(615) 384-0202

Fax (615) 384-0237

POST DATE: **February 14, 2022**

BID 1484: Pizza Concept Program for Robertson County School Nutrition Program

Sealed bids must be received by: March 2, 2022 at 10:00 AM

Robertson County Finance Office

523 South Brown Street

Springfield, TN 37172

THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1484 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited. Any brand name called for the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

For assistance with technical / product information contact Patsi Gregory, School Nutrition Supervisor, Robertson County Schools at (615) 384-5588. For assistance with bid procedures contact Taylor Tomblin, Robertson County Finance Office at (615) 384-0202 or by email: ttomblin@robcotn.org.

Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.

ROBERTSON COUNTY SCHOOL NUTRITION PROGRAM

Robertson County Schools

800 M.S. Coutts Boulevard

Springfield, TN 37172

February 10, 2022

Invitation for bids on the following:

A Comprehensive Foodservice Pizza Concept Program (including equipment, food products, small wares, and training) for the purpose of improving participation within the School Nutrition Program.

Robertson County School Nutrition Program, hereinafter called Robertson County, is requesting your firm's participation in our bid for products and services rendered. Robertson County will be awarding a bottom line, all or none, bid. In addition, Robertson County is requesting product information and nutritional information on all grain and meat/meat alternate products at the time of bid opening. Any other products on bid that require nutritional information must be supplied by 10 days after bid award. Our objective is to maximize our dollars and have the best quality product purchased to serve the very best for any menu occasion. Robertson County is interested in:

1. Selecting suppliers in such a manner as to provide for open and free competition and comparability.
2. Creating strong partnerships with the suppliers of goods.
3. Taking advantage of economies of scale to help reduce costs.
4. Better utilization of good quality products with few, if any, substitutions.
5. Driving revenues through increased participation.

Robertson County's estimated total purchases are around 2.3 million dollars annually in food and non-food products. We intend to deliver directly to each of the schools participating in the pizza program from the distributor company. We serve over 7,000 meals daily in the National School Lunch Program and 4,500 meals in the School Breakfast Program.

Furthermore, for Robertson County to derive the full benefit of technology, we request that the program has the potential for our weekly orders to be transmitted electronically from each school's manager's office to the distributor.

Robertson County is truly one bid, delivered to all participating locations and paid by one check to the vendor. Robertson County will be responsible for payment of all purchases and services rendered. If purchases are not authorized by the School Nutrition Supervisor, then the responsibility of expenditure will fall back to the vendor.

Robertson County intends to seek out these vendors that can maximize our dollars and provide us a high-quality product at competitive pricing. Substitutions for products on the bid must be **prior** approved by the School Nutrition Supervisor before each weekly delivery. Robertson County reserves the right to make selection of vendors based upon total value of products and services.

If there are any questions regarding this solicitation, please call Patsi B. Gregory, School Nutrition Supervisor, Robertson County School Nutrition Program at (615)384-5588.

**Bids must be returned by March 2, 2022 @ 10:00 a.m. CST to:
Robertson County Finance Office
Attn: Taylor Tomblin, Purchasing Agent
523 S. Brown Street
Springfield, TN 37172**

**Bids must be clearly marked:
Robertson County School Nutrition
Comprehensive Foodservice Pizza Concept Program
Open at 10:00 a.m. CST, March 2, 2022**

Again, we thank you for your interest and participation in our bid for becoming partners with our district.

Sincerely,

Patsi B. Gregory
School Nutrition Supervisor
Robertson County School Nutrition Program
Robertson County Schools

ROBERTSON COUNTY SCHOOL NUTRITION PROGRAM
ROBERTSON COUNTY SCHOOLS
800 M.S. Couets Boulevard
Springfield, TN 37172

February 10, 2022

GENERAL BID CONDITIONS

I. BIDS

1. Robertson County proposes to purchase a Comprehensive Foodservice Pizza Concept Program for school locations in the Robertson County School System for the period designated on the bid. All the items are to be purchased by and used in the School Nutrition Program.
2. Each bid must be enclosed in a sealed envelope marked "School Nutrition Bid" for category(s) in the lower left-hand corner and delivered to the Robertson County Finance Office, Attention Taylor Tomblin, Purchasing Agent, 523 S. Brown Street, Springfield, TN 37172 on or before the following date: March 2, 2022, CST, they will be opened and read at 10:00 a.m.
3. Bid Period for this award will be from March 21, 2022, through June 30, 2023, with the option to renew the bid for four (4) one (1) year periods contingent on the availability of future appropriations. The renewal will apply to all items in the initial bid response.
4. Bid Addendum may be issued at any time during the bid period to allow for new products to be added to the bid. These product prices should reflect no greater percentage of mark-up costs than applied to the original bid.
5. Bidders are strongly encouraged to enter into purchase agreements with local producers and supply those local products on the school nutrition bid.
6. The objective of this invitation to bid is to select one primary supplier for all the items requested in this bid. This bid is being requested this way to determine the one best supplier to meet the system's needs on the items requested in this bid document.

The bid award will ensure that Robertson County is included and serviced as set forth in all general and specific bid conditions. The bid will be awarded based on an "all or nothing" agreement for Robertson County.

Any additional materials offered by the vendor to be included in the bid submission must be approved by the School Nutrition Program Supervisor prior to the bid opening. The vendor could be determined as non-responsive if items are presented that attempt to alter the bid conditions in any way, and the vendor could be excluded from the 2022-2023 bid process. It is recommended that no additional written documents be included in the bid packet. Please submit only those items that are requested.

The original document cannot be changed **IN FORMAT OR IN ITEMS REQUESTED.** If the bidder changes pack, size, and/or brand, it must be clearly changed and noted when bidding before it is considered. You may note the changed pack, size and/or brand on the original request. **DO NOT CHANGE THE ESTIMATED USAGE.**

If an error is made in quoting the price, or items are not available after the bids are opened, Robertson County reserves the right to award the contract to the next qualified vendor. If during the bid period, a vendor cannot supply an item, Robertson County School Nutrition Supervisor MUST be notified before a substitution is made. Substitutions will not be accepted unless authorized by the School Nutrition Supervisor or Central Office staff

in the SNP Supervisor's absence. Any item delivered that was not authorized by the School Nutrition Supervisor will be picked up at the vendor's expense and proper credit issued to the school where deliveries were made.

Estimated usages are given for each item for the contract period and for the purpose of bid evaluation. The estimated usages do not indicate the actual quantity which will be purchased, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on prior year participation and are estimated for the bid period. When the estimated usage for a new/never used item, the amount is a projected amount based on anticipated acceptance by students. System shall not be bound to purchase based on estimated usage.

When clearly specified, Meat Category items must be CN Labeled meeting a minimum of 2 oz. EQUIVALENT or 1 oz. EQUIVALENT meat/meat alternate component of the School Nutrition Program as indicated on the specification form. In the event that a listed product or equal does not have a CN Label, an up-to-date products manufacturer's sheet signed by a valid manufacturer representative (from the research and development department or other acceptable company representative) must be submitted with the bid.

Authorization for the bids must be signed by the bidder on the enclosed "Agreement Form" giving the full name and business address of the company. The person signing the bid must state his/her title and, if requested, show proof of his authority to bind his company by bid. Bids and authorizations must be written in ink or typed.

Robertson County reserves the right to accept or reject any and/or all bids in whole, or in part, if it is deemed to be in the best interest of the County.

All bids shall apply to the entire county; however, not all schools will participate in the Comprehensive Foodservice Pizza Concept Program.

Should a bidder find discrepancies or omissions from the bidding document or should he/she be in doubt as to their omissions, he/she shall at once request clarification from the School Nutrition Department, (615) 384-5588.

All prices quoted shall be FOB delivered to the ordering school's storeroom(s); the successful bidder must assume all responsibility for damage in transit.

Do not include Federal or State sales tax in the bid(s). If a tax exemption certificate is required, please state it on the bid and the appropriate certificate will be furnished to the successful bidder.

The vendor is required to give a firm bid for the period indicated. No price increases will be allowed.

Estimated quantities are merely estimates of what will be purchased. The quantities purchased may vary up or down.

All proposals must be valid for a period of sixty (60) days from the proposal due date.

After the bid award, the vendor must supply an order guide, which includes the bid price per item, item description and the company's item number.

All bidders will be notified of the official decision by mail prior to the award starting date.

Manufacturer Specifications: **NO PRODUCTS WILL BE CONSIDERED FOR AN AWARD IF AN APPROVED NUTRITIONAL ANALYSIS SHEET AND SPEC SHEET FOR GRAIN PRODUCTS AND MEAT/MEAT ALTERNATE PRODUCTS DOES NOT ACCOMPANY THE BID. ANY OTHER PRODUCTS NUTRITIONAL DATA IS REQUIRED NO LATER THAN 10 DAYS AFTER THE BID AWARD.**

II. Terms and Conditions of Purchase

Project Requirements

This program shall encompass any school requested within Robertson County.

Onsite Training:

- (1) The proposer will provide staff for training purposes prior to beginning implementation of this program within the schools. The School Nutrition Program Supervisor, and/or designee(s) shall personally receive one (1) full day of training, 8 hours each day at no costs to the school district. The training will be held at a location that is to be determined by the School Nutrition Program Director. Should the location of the training be changed by the school district it will be the districts responsibility to cover all costs of any additional training required in connection with the move.
- (2) Additional training of two (2) six (6) hour days on-site at each pizza program location must be provided at no cost.
- (3) Other training options such as video and online training should be made available at no cost as needed and on-demand.

Products, Supplies, and Equipment

The proposer shall provide all supplies, advertising materials, and equipment for this program. Robertson County shall maintain all supplies and equipment in good working condition and will be responsible for replacing any company owned graphics, signage, or equipment that becomes inoperable or unsanitary due to neglect or which do not conform to the requirements established by the proposer.

1. Pizza Product Specifications

- a) The pizza dough must meet USDA guidelines as a single serving reimbursable pizza and must meet a 3-ounce grain equivalent and should be approximately 7" in diameter. Dough should meet USDA regulations and should be pre-pressed and docked. The dough should be proof ready (raw) and not par-baked. It should perform as a pan- style pizza and have the flexibility to make calzones and oven baked fold-over style sandwiches.
- b) The cheese must be one hundred percent (100%) skimmed, shredded Mozzarella and be IQF.
- c) The sauce shall be packaged in bags or approved containers and made from crushed tomatoes and not paste.
- d) The toppings shall not have any fillers or extenders.
- e) The program must offer a pre-assembled clam-shell box with a branded logo and place for marking both time and flavor.
- f) The entire pizza must be able to be fully baked on a conveyer oven supplied by proposer on a belt time of 3 ½ minutes or less. The oven should be supplied by the proposer, by one of the following options: at no up-front cost to the purchaser

(payment would be at an additional rate per case, specified in the proposal, for dough and clam-shell boxes for 180 days or until the balance is paid in full) or by payment for oven upon delivery. Price list must be included with Cost Proposal.

2. Preferred Equipment Specifications

General Equipment Specifications

All equipment (ovens, proof boxes, worktables, heated self-serve display cabinets, kiosk counters, menu boards) and small wares (pizza pans, pan holders, pizza cutters, bread loaf pans, ingredient containers, etc.) shall be supplied to the individual school up front. Any small wares that are lost or stolen will be the responsibility of Robertson County after receipt of said items. The proposer will be responsible for the installation of all equipment. From that point forward the equipment maintenance is the sole responsibility of Robertson County. Robertson County will notify the proposer to see if they have loaner equipment available if their equipment cannot be repaired within twenty-four (24) hours. The proposer must have the ability to provide loaner equipment in the event of a breakdown of equipment and it must be provided within twenty- four hours of notification by Robertson County. This service must be in place for the entirety of the contract period (even upon renewals).

The proposer shall supply Robertson County with a list of electrical needs for the operation of all electrical equipment. Robertson County will be responsible for ensuring that all electrical connections are in place prior to beginning of this program.

Equipment Pickup option: If at any time during the first 180 school days contract period Robertson County deems this program is not providing the guaranteed results, after following the best practices of the program, the proposer will pick up any and all equipment that was provided with this program at a pro-rated price (the purchaser will not owe anything further on the equipment).

Specific Equipment Specifications

- a) All equipment and supplies must be supplied up-front to the purchaser.
- b) Pizza concept equipment shall have a branded look and be supplied by the proposer to the purchaser.
- c) Proposer shall supply necessary equipment to produce 30% of the total enrollment in pizzas each day ensuring that no pizza is baked for more than one (1) hour ahead of serving. The successful proposer shall determine and supply the necessary equipment per purchaser, and it could be but not limited to:
- d) At least, one (1) oven. The oven(s) must be Electric Conveyer Impingement Ovens which do not require hoods and have the ability to bake one-hundred (100) seven-inch (7") pizzas per hour.
- e) At least, one (1) two- or three-tiered self-serve pizza warmer with the ability to display at least 100 individual boxed pizzas if desired.
- f) At least, one (1) five-to-six-foot kiosk with branded look.
- g) Pricing should be listed for individual pieces of equipment. Robertson County will only purchase what is necessary for their operation.
- h) If the Robertson County School Nutrition program has already purchased the necessary equipment, they will not be required to purchase additional equipment.

3. **Food Safety & Delivery**

- a) **HACCP Requirements:** The district expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by proposers and their manufactures. Prior to awarding the bid, Robertson County may require documentation.
- b) **Inspection and testing:** The proposer agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the proposer facilities. The purchaser shall also have the right to test at its own cost the materials supplied under this contract.
- c) **Net container quantity:** The minimum net quantity of all products in cans and jars shall be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard fill for the products as prescribed in 21 CFR shall be applied.
- d) **Standards of identify:** All products must conform to the U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the proposer in violation of the contract with Robertson County as well as Federal law.
- e) **Delivery Location:** After award, all deliveries shall be made, and all services provided to the location specified in the purchase order.

1. **INSPECTION AND ACCEPTANCE**

Before commencement of the contract, the proposer shall make an inspection of the facilities for which the program is intended, to ensure that the equipment proposed for the program will work in the space designated for use. Also, the proposer must visit all participating locations once every three (3) months to ensure proper execution of the program. This may be accomplished by the person delivering the product(s) if they are properly trained in the handling and execution of the program.

2. **WARRANTY**

The seller expressly warrants that all articles, material, and work covered by this contract will conform to each and every specification, sample or other description which is furnished to or is adopted by Robertson County 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 purchaser's acceptance of said material or goods or by payment for them. Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that the manufacturer will honor the standard written warranty provided.

3. **ACTS OF GOD**

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind, national or state declared emergencies, or other causes of similar character beyond their control and without their fault or negligence.

III. DELIVERY

1. Robertson County will not be bound by any proposal until it is approved in accordance with all local and state laws and regulations. No work shall be performed or inventory delivered without a Purchase Order issued by the Robertson County School Nutrition Program.
2. Orders will be entered on a pre-determined date for delivery. There must be technology available by the vendor to provide food and non-food orders to be transmitted using procedures outlined under the section titled "Orders and On-Site" order processing.
3. If the vendor cannot supply an item in the quantity needed, he must contact the School Nutrition Supervisor at least **one day** before delivery so that she can purchase from another source or agree to an acceptable substitute. NO SUBSTITUTION WILL BE ACCEPTED WITHOUT PRIOR CONTACT AND APPROVAL BY THE SCHOOL NUTRITION SUPERVISOR.
4. Delivery shall be made in the quantity specified by the ordering school by the week. These orders are placed no later than two weeks in advance of their needed time to enable all goods to be available.
5. All goods delivered must be in full accordance to the conditions and certification specified and accepted in the bid awards.
6. Delivery shall be within the regular business hours of the school day Monday through Friday, 6:00 a.m. and until 2:30p.m. Deliveries are not to be made during serving time unless by special permission. It is understood that deliveries are not to be made when school is not in session. A school calendar will be provided to the successful bidders to designate off-school days; weather conditions or other emergencies may render school closures and it is understood that deliveries may be rescheduled as needed. The days of delivery each week will be established by mutual agreement between the Vendor and the School Nutrition Supervisor.
7. All goods and supplies are subject to inspection and rejection upon receipt by the manager or his/her designee or the supervisory personnel. Rejected items because of damage or not meeting specifications shall be returned at the vendor's expense. The vendor shall correct the deficiency within five (5) days or before the critical date beyond which the need is there. If the vendor cannot correct the deficiency by the critical date, Robertson County shall have the right to fill the needs through another source.
8. The school cafeteria name and date shall appear on the invoice.
9. The invoice shall contain the number of units, the unit description, (brand of trade name, size or weight) unit price, total price, and total invoice price.
10. Two (2) copies of the invoice must be left with the manager. The manager or her designee must sign the invoice at the time of delivery if payment is to be expected. If invoices are not signed, payment will not be rendered.
11. Non-food supplies must be on a separate invoice from food items.
12. Robertson County reserves the right to cancel an order, or any part thereof without penalty, if the vendor fails to comply with the terms or conditions of this agreement, or fails to make shipment in the time agreed upon except for causes beyond the vendor's control.
13. All monthly account statements for the Robertson County School System shall be sent to the Robertson County School Nutrition Program, 800 M.S. Coats Boulevard, Springfield, TN 37172. Robertson County School Nutrition Program pays from invoices and the statements are only for reference. Invoices are paid weekly.
14. Deliveries must be made in mechanically refrigerated trucks maintaining an appropriate temperature for the items being shipped. (Below freezing for frozen goods and 40 degrees F and below for other refrigerated perishables, etc.) Robertson County reserves the right to reject the use of any equipment by a carrier if it is not in a clean sanitary condition suitable for the transport of food items, supplies, and other items.

15. Each carrier shall furnish a certificate of insurance issued by an insurance company naming the Robertson County Board of Education as additional insured. Each carrier must supply an Indemnification and Hold Harmless Agreement to defend Robertson County against any loss or damage to the Robertson County commodities, and injury or death to third persons or the carrier's employee. Carrier will assume full common liability for all shipments.
16. If a vendor fails to deliver on a specified date, and does not notify the School Nutrition Supervisor, Robertson County reserves the right to terminate the contract in whole or in part after notification in writing.
17. Inclusion on the bid form does not necessarily constitute an offer to buy.
18. If an item was originally bid, "Special Order Requests" will not be allowed.
19. Orders not delivered on the specified date and time frame **must** be delivered during that same week.
20. Late deliveries may be subject to employee overtime.
21. No minimum delivery orders will be allowed.
22. If a discount is offered by the vendor, you must include a description in your response information.

IV. MEAL PATTERN REQUIREMENTS FOR PROCUREMENT PROCEDURES

The following must be followed:

1. Product Documentation – CN Labels, Product Formulation Statements, Nutrition Fact Labels, and Ingredient Listings are included with the Bid (All grain products and meat/meat alternate products must be submitted with the Bid; all other product information listed above must be submitted within 10 days to the System after the bid award is made)
2. Whole Grains – Manufacturers must provide the ingredient listing. Remember only those items with whole grain listed as the primary ingredient by weight or the primary grain ingredient by weight will meet the requirement.
3. Whole Grains – Products must contain 50% or more whole grain to be counted as a whole grain product.
If the product contains the FDA approved whole grain health claim on its packaging it would be advantageous to the program.
4. Sodium Levels – Sodium levels are ranges for the total meal. We are working to lower the amount of sodium in product processing.
5. Trans-fat – The Nutrition food label or manufacturer specifications for food products or ingredients used to prepare meals must indicate zero grams of trans-fat per serving (or less than .5 grams/serving). Products can have naturally occurring trans- fats such as beef, pork, or lamb, etc.
6. Buy American Requirement – The "Buy American Requirement" requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note this rule applies to "Private Labels" as well as other labels. The legislation defines "domestic commodity or product" as one that is processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means that over 51% of the final processed products consists of agricultural commodities that were grown domestically. Vendors must complete the attached "Buy American" form.

If the supplier offers a Non-American product due to the fact that he/she feels the cost of the domestic product is significantly higher, then the supplier must list the price for the domestic product as well as the price for the Non-American product on the Certification Regarding "Buy

American” requirement. It will be up to the School Nutrition Program to decide to purchase the American or Non-American product.

V. ORDERS AND ON-SITE ORDER PROCESSING

The Cafeteria Manager of each school, on a weekly basis will place all orders electronically directly to the distributor. All contacts for substitutions must be made to the School Nutrition Supervisor for prior approval before delivery.

VI. SPECIAL CONDITIONS

The following special conditions apply to this bid and should be factored into the total cost of products offered in this bid. No additional fees will apply for these conditions and are to be considered a part of the overall bid.

- (A) The sales representative must be available to the School Nutrition Supervisor on a regular schedule at a mutually agreeable time to review information and products.
- (B) Monthly “Velocity or Product Usage” reports by individual school will be required to be submitted to the School Nutrition Supervisor the following month.
- (C) Nutrient Data information will be required on all prepared food items as required by H.R. 2066, to be delivered to the Supervisor of School Nutrition.
- (D) Invoices are to be broken down (sub-totaled) into the following categories.
Robertson County Schools will provide to the successful vendor the appropriate product break down for each category, if applicable:
 - Food Invoices
 - Non-food Invoices
 - Small wares Invoices

VII. SELECTION OF VENDOR

Robertson County will award to the most responsive and responsible vendor based on the **LOWEST prices**, and Robertson County will provide minority firms, small businesses, women’s business enterprises, the disadvantaged businesses, and labor surplus area businesses the opportunity to do business with the School Nutrition Program. **After meeting all general and specific bid conditions as a qualified vendor, PRICE is the sole determination for the award of the bid.**

A vendor will be selected on the basis and comparison of the following components not necessarily in the order as listed below:

- Quality of Product
- Price
- Service-Vendor’s dependability and ability to deliver items ordered
- Vendor’s ability to meet specifications and bid conditions
- Past performance of vendor
- Students’ acceptance of products
- Serviceability of items carried by the vendor

A vendor may be rejected for one or more of the following reasons:
Inadequate or unacceptable product lines

- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate truck fleets to handle predicted volume of frozen, chilled, and dry goods
- Inadequate sanitation
- Inadequate technical assistance and product information

The bid will be awarded as “all or nothing” based on firm-fixed, bottom line tabulation combined total cost for the contract period. The bid form attached to this request will be used and included with the bid submission. The bid/quote price will be multiplied by the estimated usage to obtain an item total. All category totals will be awarded based on the sum of all extensions to obtain a fixed, bottom line pricing for awarding the bid. **For the expanded bid tabulations, when different items, brands, or cases are bid, the bid tabulation will be based on equivalent serving sizes (for example: 2 oz. M/MA, 1 oz. M/MA, ½ cup Fruit/Vegetable), and not per case pricing tabulation. The estimated usage will be expanded to represent the serving usage.**

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Jody Stewart, Robertson County Finance Director, hearing official, no later than ten (10) days from the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition Office. The steps for dispute resolution are as follows:

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

All bidders will receive a written notice of bid issuance.

Vendors with a poor performance history will be notified at the time of such performance and will be given an opportunity to correct any problems. Documentation will be kept on file. Any vendor with continued poor performance during the contract period will be removed from the potential vendor list for one contract period.

Additional Items added to Bid

(A) Sampling Items

The Robertson County School System 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 and at Time of Contract Renewal

During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the Program. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed ten percent (10%) of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term, will be the basis for determining the maximum dollar amount (not to exceed ten percent (10%) of additional goods that will be allowed during the next contract renewal year. The items will be added at a cost-plus fixed fee value.

VIII. VENDOR PERFORMANCE

The vendor will be expected to maintain a 98% “fill rate” average on all combined orders for any given monthly period. (Substitutions on items will not help to satisfy the above requirement). With prior approval, 24 hours ahead of time, an item that is temporarily out of stock may be substituted with an item of equal or superior product quality at an equal or lower price. Substitutions must be prior approved by the School Nutrition Supervisor.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected product 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 Contractor agrees to promptly reimburse schools for excess costs caused by such a purchase. Robertson County retains the right to check compliancy on any item. A sample selected at random of the product may be shipped to a USDA Acceptance Laboratory for verification of the USDA quality grade or labeling. Compliance for yield will be made by the School Nutrition Supervisor and cafeteria personnel on a random basis. If the analysis indicates that the product meets the USDA quality grade and/or yield specifications, the School System will bear the cost. If the analysis indicates that the product does not meet the USDA quality grade and/or yield specified, the vendor will bear cost of the analysis.

Bidders must provide their company’s written recall procedures to Robertson County upon notification of the award. These written procedures must include company policy and plans in the event of a product recall due to a physical, biological, and/or chemical incident resulting in a recall of product.

Any one or combination of **Vendor’s failure to perform** listed as follows may be used: (for product rejection)

1. Quality
2. Cost Adjustment
3. Serviceability of item
4. Product does not meet CN requirements, if so, identified in bid document

Any one and/or a combination of the following penalties will result from the vendor’s failure to perform according to contract:

1. Replacements of rejected items with products approved by Robertson County's School Nutrition Supervisor. (Student acceptance considered) MUST BE EQUAL PER SPECS AND PRICING.
2. Termination of contract
3. Suspension from future bidding (for one contract period)
4. Legal action and civil penalties

BREACH

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

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

SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

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

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School System(s) determines that the Vendor has cured the breach, shall never be paid to the Vendor;
3. Set off against any other obligation the School System(s) may owe to the Vendor any damages the School System(s) suffers by reason of any event of breach;
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

CONTRACT TERMINATION FOR CAUSE

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

In the event the contract is terminated for due cause by the System(s), the System(s) shall have the option of awarding the contract to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

Robertson County may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Robertson County. Notice of termination must be given to the Vendor at least 30 calendar days prior to the effective date of termination. The Contractor shall

be entitled to receive compensation for satisfactory, authorized service completed as of the termination date but in no event shall Robertson County be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

IX. STATEMENT

All monthly statements are to be issued to include and end with the cut-off date which will be the **Last Day of the Month**. Billing should be made through the final day of the month. The statements are to be sent to the School Nutrition Department at the Robertson County Board of Education, 800 M. S. Couts Boulevard, Springfield, Tennessee, 37172 Attention: SNP Financial Administrative Assistant. Bills must be sent as soon after the last day of the month as possible. Payment will be made to the vendor when the contract has been met and verified and has met the System's procedures for payment.

NOTE: ***The Robertson County School System is a tax-exempt organization.***

X. RECORDS

All contractors are required to keep records for three (3) years after the Robertson County Schools makes final payments and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may review any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts.

Any questions concerning the bids should be directed to the School Nutrition Supervisor, Robertson County Schools, 800 M. S. Couts Boulevard, Suite 1, Springfield, TN 37172. Telephone: (615) 384-5588 or by email to patsi.gregory@rcstn.net.

XI. PRICE ADJUSTMENTS FOR RENEWAL CONTRACTS

The Robertson County School System bid award shall be March 21, 2022, through June 30, 2023. Errors discovered after public opening cannot be corrected, and bidder will be bound to honor the bid for the initial contract period if offered.

The vendor must submit to the School Nutrition Supervisor on or before March 15 of each year, the list of items that should be considered for price adjustments to take effect on July 1 of the following year.

If Robertson County School System determines that it is in the best interest of the School District to renew the contract in subsequent years and not put the contract out for new bids, then the price adjustments will be evaluated as follows:

Robertson County School System requires appropriate documentation to support the requested price adjustment be available for audit by school officials or their designee.

Renewal Provision: The contract may be renewed for up to four additional years (five years total) with price redeterminations. The vendor must petition items for price redetermination (price increases) by March 15 of each year for consideration in the next contract period:

- March 15, 2023 – for contract period of July 1, 2023 – June 30, 2024
- March 15, 2024 – for contract period of July 1, 2024 – June 30, 2025

- March 15, 2025 – for contract period of July 1, 2025 – June 30, 2026
- March 15, 2026 – for contract period of July 1, 2026 – June 30, 2027

Price-redeterminations are only allowed annually at the time of contract renewal. **The Bureau of Labor, Consumer Price Index (CPI), U. S. Food and Beverages** 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, March 15, 2023 petitioned requests will be measured on the December 2022 Index. All re-calculation dates will begin at that point.

XII. REGULATION COMPLAINE:

1. **Executive Order 11246 “Equal Employment Opportunity”**. Applies to all contracts in excess of \$10,000 by grantees and their contractors or sub grantees shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 (October 13, 1967) and Department of Labor Regulations (41 CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State’s Department of Labor.
2. **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.
3. **Energy Policy and Conservation Act**. Applies to all contracts. Contracts must contain the appropriate mandatory standards and policies relating to energy efficiency are contained in the State’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL94-163,89 Statute 871) (PL94-165).
4. **Encouraging Small and Minority Owned Businesses**. To encourage business activity and ensure maximum full and open completion, efforts must be taken to solicit participation by minority firms, women’s business enterprise, labor surplus area businesses, and minority owned businesses in procurements.
5. **2 CFR 200.326, Restrictions on Lobbying**. Applies to contracts and renewals in excess of \$100,000. Contractors must comply with the certification and reporting requirements of 2 CFR 200.326.
6. **2 CFR 200.326, 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.
7. **Buy American Provisions**. Applies to contracts involving ***all*** food (including spices, tea, coffee, etc.) acquisitions using non-profit food service account funds and the use, or processing, of substitutable USDA donated foods. Contracts must contain provisions meeting the requirements of the “Buy American Provisions, Policy Memorandums 210.21-14 and 220.17-01”. Determination to purchase non-American products will be done by the Robertson County Board of Education consensus based on availability or being cost prohibitive. Refer to the included Buy American Waiver.
8. **2 CFR 200.319(a), Drafting of Bid Specifications**. Requires that any person that develops or drafts specifications, requirements, statement of work, invitations for 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.
9. **2 CFR 200.319(b), 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.

10. **Food, Drug, and Cosmetic Act, 1938, amended 1990,21 CFR Part 100; Nutrition Labeling and Education Act of 1990; and the Agricultural Marketing Act 1953, amended 1957.** The vendor will responsibly supply goods for the Robertson County Board of Education members meeting the listed regulations meeting standards of identity, quality, and fill; grades of foods; and product definition.
11. **T.C.A. 50-9-113, Drug-Free Workplace Affidavit.** A form required to be signed to affirm a company is in compliance.

XIII. Code of Conduct

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

1. No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
2. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award.
 - (A) The employee, officer or agent.
 - (B) Any member of the immediate family.
 - (C) His or her partner.
 - (D) An organization which employs or is about to employ the above.
3. The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
4. Penalties for violation of the code of conduct of named School Nutrition Program should be:
 - (A) Reprimand by the Board of Education.
 - (B) Dismissal by the Board of Education.
 - (C) Any legal action necessary.
5. The removal of any food, supplies, equipment, or school property is prohibited. The purchase of any food or service from a contractor for individual use is prohibited using school bid prices.

XIV. REQUIRED FORMS:

The included forms that **must** be returned as part of the bid package to the Robertson County Finance Department, Attn: Taylor Tomblin, Purchasing Agent, are:

- (A) Equal Opportunity Employee Act of 1975 Certificate
- (B) Certification Regarding Debarment
- (C) Certification Regarding Lobbying
- (D) Contract Agreement Form
- (E) Vendor Guarantees
- (F) Non-Collusion Affidavit
- (G) Certification of Independent Price Determination
- (H) Drug-Free Workplace Affidavit
- (I) Letter of Compliance
- (J) Certification Regarding Buy American: NOTE: ALL ITEMS INCLUDING SPICES, YEAST, and ETC. MUST BE LISTED ON THE BUY AMERICAN WAIVER IF THEY ARE NOT PRODUCTS (MADE AND MANUFACTURED) IN THE UNITED STATES. The prices of

the domestic and non-domestic like products must be stated on the Buy American Waiver Form.

- (K) Certification of Use of Small, Minority, and Women's Business Enterprises and Labor Surplus Firms
- (L) Certification of Eligibility Under the Iran Divestment Act
- (M) Bid response by authorized personnel
- (N) Nutrition documentation including manufacturers' sheets/CN Labels, nutrition labels, and ingredient lists.
- (O) Early Payment Discount Bid Form
- (P) Pizza Concept Program Bid Response Form

**ROBERTSON COUNTY SCHOOL NUTRITION PROGRAM
DIRECTORY OF CAFETERIAS**

Bransford Elementary

Address: 700 Bransford Drive, Springfield, TN 37172
Phone/Fax: 615-384-0243

Ceatham Park Elementary

Address: 301 Locust Street, Springfield, TN 37172
Phone/Fax: 615-384-0244

Coopertown Elementary

Address: 3746 HWY 49 West, Springfield, TN 37172
Phone/Fax: 615-384-3509

Coopertown Middle

Address: 3820 HWY 49 West, Springfield, TN 37172
Phone/Fax: 615-382-0697

Crestview Elementary

Address: 1160 Jaden Gavin Drive, Springfield, TN 37172
Phone/Fax: New School for 2015-2016 SY

East Robertson Elementary

Address: 5177 East Robertson Road, Cross Plains, TN 37049
Phone/Fax: 615-654-4725

East Robertson High

Address: 158 Kilgore Trace, Cross Plains, TN 37049
Phone/Fax: 615-654-4727

Greenbrier Elementary

Address: 2658 HWY 41 South, Greenbrier, TN 37073
Phone/Fax: 615-643-2827

Greenbrier High

Address: 126 Cuniff Drive, Greenbrier, TN 37073
Phone/Fax: 615-643-5043

Greenbrier Middle

Address: 2450 HWY 41 South, Greenbrier, TN 37073
Phone/Fax: 615-643-1555

Jo Byrns Elementary School

Address: 6399 HWY 41 North, Cedar Hill, TN 37032
Phone/Fax: 615-696-2973

Jo Byrns High School

Address: 7025 HWY 41 North, Cedar Hill, TN 37032
Phone/Fax: 615-696-3073

Krisle Elementary

Address: 6712 HWY 49 West, Springfield, TN 37172
Phone/Fax: 615-382-8051

Robert F. Woodall Elementary

Address: 300 Eden Way Drive, White House, TN 37188
Phone/Fax: 615-672-8931

Springfield High

Address: 5240 HWY 76 East, Springfield, TN 37172
Phone:615-382-3111/Fax:384-0239

Springfield Middle

Address: 715 5th Avenue West, Springfield, TN 37172
Phone/Fax: 615-384-9761

Watauga Elementary

Address: 1755 Lake Road, Ridgetop, TN 37152
Phone/Fax:615-859-2694

Westside Elementary

Address: 309 Alsup Drive, Springfield, TN 37172
Phone/Fax: 615-382-2327

White House Heritage Elementary

Address: 220 West Drive, White House, TN 37188
Phone/Fax: 615-672-4684

White House Heritage High

Address: 7744 HWY 76 East, White House, TN371
Phone/Fax: 615-672-3736

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.

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

EQUAL OPPORTUNITY EMPLOYEE ACT OF 1975

The Robertson County Public School District is in firm support of the provisions of the Equal Opportunity Act of 1975. We, therefore, must be assured by the successful manufacturer in this bid that he/she is an equal opportunity employer according to the provisions of the act. We, therefore, require the following certification by each successful bidder as part of the contract documents:

CERTIFICATE

I/We hereby certify that the _____

is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1975.

Owner or Officer of Firm Signature

Date

Title

Item (A)



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

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

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

(Read instructions on page two before completing certification.)

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

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

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

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

Item (B)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION <input style="width: 90%; height: 20px;" type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 80px;" type="text"/>	* First Name: <input style="width: 200px;" type="text"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 350px;" type="text"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 250px;" type="text"/>	
* SIGNATURE: <input style="width: 300px;" type="text"/>	* DATE: <input style="width: 150px;" type="text"/>

**ROBERTSON COUNTY SCHOOL BOARD OF EDUCATION
CONTRACT AGREEMENT**

The undersigned agrees to furnish equipment and installation at the prices submitted herein as per stated specifications of this IFB if awarded the bid contract. We affirm that no Robertson County Board Member or Employee will receive a gift or other things of value as a result of this order.

Company Name : _____

Company Street Address: _____

Company Mailing Address: _____

City, State Zip: _____

Authorized Officer or Agent Signature Date

Printed Name and Title: _____

Email address: _____

Item (D)

**Robertson County Board of Education
800 M.S. Coats Boulevard
Springfield, TN 37172**

VENDOR GUARANTEES, WARRANTIES, ETC.

I HAVE READ THE GENERAL TERMS AND CONDITIONS AND SPECIFICATIONS OF THIS BID SOLICITATION AND AGREE TO ABIDE BY SAME.

BID NUMBER & RECEIPT DATE OF BID

COMPANY NAME

**VENDOR REPRESENTATIVE SIGNATURE
(MUST BE SIGNED)**

REPRESENTATIVE TITLE

STATE/BUSINESS LICENSE NUMBER

LICENSE EXPIRATION DATE

Item (E)

**Robertson County, Tennessee
NON-COLLUSION AFFIDAVIT**

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

Authorized Signature, Title (Owner/ Corporate Officer) **Date**

Printed Name: _____

Company Name

Mailing Address

Telephone No. **Fax No.**

Item (F)

Certificate of Independent Price Determination

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each part thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) no attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and he or she has not participated, and will not participate, in any action contrary to (A)(3) above; or
- (2) he or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such person have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3).

Signature of Vendor's Authorized Representative

Title

Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may jeopardized the independence of the offer referred to above.

Signature of Vendor's Authorized Representative

Item (G)

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Robertson County, Tennessee government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. § 50-9-113.

Authorized Signature, Title (Owner/ Corporate Officer) Date

Printed Name: _____

Company Name

Mailing Address

Telephone No. Fax No.

Witness signature : _____ Date: _____

Witness printed name: _____

Item (H)

**Robertson County, Tennessee
Letter of Compliance**

Successful bidder must comply with and provide this Letter of Compliance.

Amendments to the Tennessee Code Annotated Section 49-5-413 require employers doing business with the Robertson County Board of Education to have their employees' criminal history records checked. No employer or employee shall come in direct contact with school children, children in a childcare program, and/or enter the grounds of a school or childcare center operated by the Robertson County Board of Education when children are present without this compliance letter on file.

Authorized Signature, Title (Owner/ Corporate Officer) Date

Printed Name: _____

Company Name

Mailing Address

Telephone No. Fax No.

Item (i)

Buy American

7 CFR PART 250.23 stipulates that when purchasing food products using Federal funds, recipient agencies shall, whenever possible, purchase only food products that are produced in the United States. The term "Food products produced in the United States" is defined as "An unmanufactured food product produced in the United States or a food product that is manufactured in the United States.

Section 104(d) of the Child Nutrition Reauthorization Act (Public Law 105-336) amended section 12 of the National School Lunch Act to require SFAs to purchase for those programs, to the maximum extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products process in the U.S. and food products process in the U.S. substantially using agricultural commodities that are produced in the U.S. The term "substantially" means that over 51% of the processed food comes from American produced products.

Each SFA must comply with the "Buy American" requirement by purchasing food products produced in the U.S. for its food programs. Subjects to the exemptions cited above, such purchases must at least be proportionate with the extent of Federal funding in the organization's school nutrition account. SFAs/Schools should:

- (1) Check their purchasing specifications to ensure adequate procurement of "Buy American" requirement;
- (2) remind their vendors and distributors of the "Buy American" requirement, and
- (3) examine product packaging.

210.21-14 and 220.17-01

This memoranda rescinds 210.21-08

It is essential that local operators understand the need to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. The provision should be included in bid specifications to ensure compliance. Local operators must also be aware that, as a result of explicit language also contained in the report noted above, this provision now applies to ALL funds in the school nutrition account and not just Federal reimbursement.

In order to fully implement "Buy American", a school district must:

- (1) Include "Buy American" language in their bid documents.
- (2) Ensure that all vendors notify the system of any products placed on that bid that do not meet the criteria. (see waiver form)
- (3) THE SYSTEM decides whether or not to purchase the products utilizing the above criteria.
- (4) If the system chooses to purchase non-American products they should notify all personnel which non-American items can be accepted for delivery.

Buy American Certification

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

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

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

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of specified item	Price of alternative item
	Limited or lack of availability	Price			

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.

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

Vendor Certification

_____ *Authorized signature*

_____ *Date*

**CERTIFICATION OF USE OF SMALL, MINORITY, AND WOMEN’S BUSINESS ENTERPRISES
AND LABOR SURPLUS FIRMS**

The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

1. Placing qualified small and minority business and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Signature of Bidder’s Authorized Representative

Title

Date

In accepting this bid, the sponsor certifies that the sponsor’s officers, employees or agent have not taken any action, which may have jeopardized the independence of the bid referred to above.

Signature of Bidder’s Authorized Representative

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of Tennessee or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; and
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

Item (L)

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:

[http://tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106. Iran Divestment Act-July.pdf](http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act-July.pdf)

and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact State of Tennessee, General Services at 615.741.1035

**Comprehensive Foodservice Pizza Concept Program
BIDS DUE March 2, 2022
BIDS OPENED AT 10:00 a.m. CST
AGREEMENT FORM**

COMPANY: _____

THE UNDERSIGNED HEREBY PROPOSES AND AGREES TO FURNISH AND DELIVER THE GOODS OR SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS, SPECIFICATIONS AND PRICES HEREIN QUOTED. DISCOUNTS SHOULD BE CALCULATED ON A MINIMUM 10 DAY PAYABLE.

TERMS: _____ DAYS

COMPANY NAME: _____ PHONE: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____

BY: _____
SIGNATURE IN INK PRINTED OR TYPEWRITTEN NAME

TITLE/POSITION: _____
REPRESENTATIVE

BID NOT ACCEPTABLE UNLESS SIGNED BY MANUFACTURER MEMBER OR AUTHORIZED OFFICER.

DO NOT USE PENCIL – CORRECTIONS MUST BE INITIALED.

All forms and General Bid Conditions must be enclosed in a sealed envelope. Indicate the bid category. Example: Comprehensive Foodservice Pizza Concept Program Bid for Robertson County School Nutrition on the envelope. Fax bids will not be accepted.

Early Payment Discount Bid Form

YOU MUST RETURN THIS COMPLETED FORM WITH YOUR BID. THIS WILL INDICATE THAT YOU UNDERSTAND AND WILL COMPLY WITH THE DISCOUNTS IF APPLICABLE. YOU DO NOT HAVE TO OFFER ANY DISCOUNT FOR EARLY PAYMENT, BUT YOU MUST INDICATE "NO DISCOUNT GIVEN" ON THIS FORM.

Amount of Discount Given if Invoices are paid in less than _____ days.

Amount

NO DISCOUNT GIVEN

COMPANY

REPRESENTATIVE

ADDRESS

CITY, STATE & ZIP CODE

TELEPHONE

DATE

"USDA is an equal opportunity provider and employer"

Robertson County Pizza Concept Bid Response Form

	Projected Daily Pizza	Cost Per Pizza *	Upcharge Per Pizza **	Total Cost Per Pizza	Cost Of Equipment If Purchased
East Robertson High	275				
Springfield High	475				
Jo Byrns High	225				
Greenbrier High	325				
Additional Schools	200				

*Costs Reflect Food & Paper Cost

** Upcharge is _____ per pizza until equipment is paid off