

Purchasing Department
1320 West Main Street Suite 202
Franklin, Tennessee 37064-3700
Phone (615) 472-4010
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WILLIAMSON COUNTY SCHOOLS
RFP #1404
FOOD SERVICE PRODUCTS
Food and Non-Food Items

Notice: The Bid opening date and time that was originally advertised in the Tennessean, and the Williamson Herald on March 12, 2026 has been changed to a new date and time. The new bid opening date and time has been rescheduled to Thursday, April 23, 2026 at 10:30 a.m. The terms, conditions and/or specifications shall remain the same.

The Williamson County Schools (WCS) Food Service Dept. is currently accepting proposals from qualified Food Service Distributors for annual procurement of Food and Non-Food Items. Proposers shall submit sealed bids using the forms attached to this document.

Proposals must be submitted in a sealed envelope, mailed or hand delivered to Williamson County Schools Central Office, 1320 West Main Street, Suite 202, Franklin, TN 37064, Attn: Skip Decker, Purchasing Dept. **Sealed RFP envelopes will be received until 10:30 am on Thursday, April 23, 2026.** Faxed or emailed proposals will **not** be accepted, any proposals received after the specified opening time will **not** be accepted.

Once the sealed envelope is submitted to WCS the Purchasing Department will stamp the face of the envelope to authenticate the actual date and time it is received.

THE FOLLOWING INFORMATION MUST BE LISTED ON THE OUTSIDE OF THE SEALED PROPOSAL ENVELOPES:

- WCS RFP #1404 Food Service - Food & Non-Food Items
- Company Name
- Date & Time of Bid Opening

THE FOLLOWING INFORMATION MUST BE INCLUDED INSIDE THE SEALED PROPOSAL ENVELOPE:

- Certification Regarding "Buy American" Requirements
- Certification Regarding Lobbying
- Debarment & Suspension Form
- Non-Collusion Affidavit
- Drug Free Workplace Affidavit
- Criminal Background Affidavit
- Iran Divestment Act Certificate
- Non-Boycott of Israel Affidavit

This RFP document was prepared by the WCS Purchasing Department please read the

specifications carefully. If you have questions concerning this request for proposal, contact Skip Decker with the WCS Purchasing Department at 615-472-4079.

Once the successful bidder has been established through the competitive RFP process, WCS will award the project to the lowest and most responsive proposer on behalf of WCS Food Service. WCS will notify the said proposer of our intent to proceed with the documented award.

Awarded provider(s) must deliver to WCS the following items within (15) consecutive calendar days from the date of WCS award notice.

- A certificate of liability insurance for an amount no less than \$2,000,000 listing WCS as an additional insured.

OVERALL SCOPE & DETAILS OF THE BID

The Williamson County Schools Food Service Department is conducting a request for proposal project. This proposal is being administered and awarded by the Williamson County Schools Purchasing Department. Williamson County Schools spends approximately \$5 million annually on food & non-food items. Williamson County Schools has approximately 50 separate shipping locations

SECTION I GENERAL TERMS & CONDITIONS

1. The RFP may be awarded to the lowest proposer or best overall proposal and WCS reserves the right to award based on quality, price and availability of services specified whichever is in the best interest of the district. In addition WCS reserves the right to award RFP to multiple proposers at its sole discretion based on a line-item or category basis if necessary.
2. The RFP evaluation will be based on pricing/cost and service as validated through references and other qualitative consideration as submitted through the RFP process. **NOTE:** Our intent is to award this RFP # 1404 in two segments (1) winner for the food and chemical portion that is most competitively priced, and (1) winner for the non-food items that are the most competitively priced on those items.
3. This proposal is ultimately subject to funding (as with all WCS projects).
4. Proposal is not limited or restricted to any specific service provider or brand. The services on which RFP's are submitted and based should be of such character or quality of design as will serve the purpose for which it is to be used.
5. Specifications must be provided to WCS and clearly stated on the proposal sheets in every instance to enable the Purchasing Agent to determine its suitability. WCS

reserves the right, through the Purchasing Agent(s) to be the sole judge in such determinations. Proposers may also provide descriptive literature with the RFP.

6. If quantities are provided, they are approximations and may be estimates of annual usage, not initial purchase quantity. Quantities provided are best estimates of anticipated order quantities; however, WCS cannot guarantee fulfillment of annual usage estimates.
7. All submitted proposals are to be valid for a minimum of 60 days or until awarded whichever comes first. For all awarded proposals price structure will be fixed and remain in effect throughout the entire annual contract period. The awarded proposal will be in effect for a period of (1) year WCS reserves the right to extend the annual option to renew at the anniversary date of the contract for an additional (4) years not to exceed a total of (5) consecutive years.
8. Invoices must be reflective of original proposal and must include a valid WCS, purchase order number to be paid. WCS will not be responsible for any "added expenses". There shall absolutely be no additional charges. Proposers should submit the most competitive "all in" cost in their proposal submittal. Invoices should be mailed directly to the FS department, and all payments will be made directly from WCS.
9. Williamson County Schools Purchasing must approve any change in offers to the original proposal specifications.
10. The proposer shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully address the full intent and meaning of each aspect of the specifications.
11. It is the proposers responsibility to comply with all local, state, and federal laws, regulations, codes, licensing, and other requirements regarding the specifications of this project.
12. Awarded proposer must provide evidence of license (include number, any limitations on services to be provided, expiration date) related to this RFP.
13. In the event an awarded proposer fails to perform, WCS reserves the right to begin negotiations with the "next best bidder" in order to complete the projects or services. In addition, the proposer may forfeit future business with WCS.
14. The desired items must meet or exceed the specifications of the brands included in the detailed specifications which have been provided as a reference. The products awarded could be the referenced brands or any other brand that is equal to or meets or exceeds specifications.

TITLE VI OF THE 1964 CIVIL RIGHTS ACT: *Update 3/20/26*

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, 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, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). 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](#) 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, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Williamson County Schools reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on any item without the prior written approval of the WCS Purchasing Department.
2. **APPROPRIATION:** In the event no funds are appropriated by Williamson County Schools for the goods or services in any fiscal year or insufficient funds exist to purchase the goods and services then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
3. **ASSIGNMENT:** Awarded proposer shall not assign or sub-contract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of WCS Purchasing Department.
4. **BOOKS AND RECORDS:** Awarded proposer shall maintain documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by WCS or by any other governmental entity or agency participating in the funding of this agreement,

or any authorized agents thereof; copies of said records to be furnished if requested. Such records may also include those books, documents and accounting records that represent the Vendors costs of manufacturing, acquiring, or delivering the products and services governed by this agreement.

5. **CHILD LABOR:** Awarded proposer agrees that no products will be provided or used under this contract that have been manufactured or assembled by child labor.
6. **COMPLIANCE WITH ALL LAWS:** Awarded proposer is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
7. **DEFAULT:** If awarded proposer fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Williamson County Schools may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. WCS expressly retains all its rights and remedies provided by law in case of such breach, and no action by Williamson County Schools shall constitute a waiver of any such rights or remedies. In the event of termination for default, WCS reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
8. **INDEMNIFICATION/HOLD HARMLESS:** Awarded proposer shall indemnify, defend, save and hold harmless Williamson County Schools its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
9. **INDEPENDENT CONTRACTOR:** Awarded proposer shall acknowledge that it and its employees serve as independent contractors and that WCS shall not be responsible for any payment, insurance, or incurred liability.
10. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Williamson County Schools, inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by WCS. WCS reserves the right to reject any or all items or services not in conformance with applicable specifications, and awarded proposer assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
11. **LIMITATIONS OF LIABILITY:** In no event shall WCS be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if WCS has been advised of the possibility of such damages.
12. **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation for Proposal, (3)RFP (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications or Drawings.

13. **REMEDIES:** WCS shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right offset-off, refund, incidental, consequential, and compensatory damages and reasonable attorney's fees.
14. **RIGHT TO INSPECT:** WCS reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
15. **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
16. **TERMINATION:** WCS may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
17. **WARRANTY:** Awarded proposer warrants to WCS that all items delivered, and services rendered shall conform to the specifications, drawings, or other descriptions furnished and incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Awarded proposer extends to WCS all warranties allowed under the U.C.C. Awarded proposer shall provide copies of warranties to WCS. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

1. **INTENT:** The intent of these specifications is to obtain various Food and Non-food items for the Williamson County Schools Food Service Department. Award will be based on Best Value. Best Value means more than low cost, it includes the initial cost, service quality and other factors detailed herein...our intent is one award to Food Items and Chemicals and one award to non food items.
2. **AWARD:** WCS reserves the right to accept or reject any or all proposals in whole or in part for the best interest of Williamson County Schools. In comparing the bid and making the award, WCS will consider such factors as cost, time of delivery and will consider the warranty provided for the equipment.
3. **CANCELLATION:** WCS may cancel any contract with (30) calendar day' s written notice of such intention.
4. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT:** *In the performance of this contract, the Contractor shall ensure that all food production, processing, warehousing, and delivery operations are conducted in a manner that prevents discharge of pollutants into waters of the United States and minimizes air emissions in compliance with applicable federal environmental laws and regulations.*

5. **CODE OF CONDUCT:** No employee, officer or agent of the participating school districts shall participate in the selection or in the wards of this contract if a conflict of interest, real or apparent, would be involved. The participating Board of Education, officers, employees or agents (elected or appointed) will neither select nor accept gratuities , favors, or anything of more than nominal monetary value from, but not limited to the successful vendor, food brokers, or parties to sub agreements.
6. **VENDORS RESPONSIBILITY:** Awarded proposer shall be responsible for delivery and setting in kitchen of every location. Awarded Vendor is not allowed to use the school trash facilities.
7. **EVALUATION CRITERIA:** This Project is a Request for Proposal (RFP)... Award will be based on lowest and best bid that meets or exceeds specifications.
8. **INSPECTION OF ITEMS DELIVERED:** All items delivered must be in strict accordance with the specifications contained herein and will be subject to inspection by the WCS Food Service representative.
9. **INSURANCE:** Awarded bidders will maintain at their expense adequate insurance coverage to protect vendor from claims arising under the Worker's Compensation Act from claims for damages resulting from bodily injuries and damage to the property of others, and from claims for damages resulting from operation of a motor vehicle limits are listed on the first page of this RFP Document.
10. **INSURANCE CHECKLIST:** Upon notification of the Intent to Award, the successful Bidder will be required to submit a certificate of insurance showing the specified coverage and naming WCS as an additional insured. Details and limits are listed on the first page of this document.
11. **INVOICES:** All food service invoices are payable from the WCS Food Service Central Office placing the order. The awarded proposer must adhere to the following instructions and all invoices MUST contain the following information:
 - Name of School or Government Agency
 - Name of each item
 - Quantity of each item
 - Unit Price
 - Extension of unit price
 - Total for all items
 - Notation of Shortages
 - Signature of authorized receiving personnel
 - The original must be given to the school district Food Service authorized person
 - One (1) copy must be left with the manager or cook.
 - One (1) copy returned to the contractor.
12. **LICENSE REQUIREMENTS:** All awarded bidders doing business in Williamson County are required to be licensed in accordance with business license regulations of the State

of Tennessee.

13. **LOCAL/STATE SALES TAX:** WCS as well as all other participating school districts are exempt from the payment of any federal excise or any Tennessee sales tax. Tax exempt forms may be requested from WCS if needed.
14. **NO CONTACT POLICY:** After the date and time the proposer receives this solicitation, any contact initiated by any proposer with any Williamson County Schools other than the Purchasing Department Representatives, concerning this request for proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposers may be required to sign an affidavit to this policy.
15. **ORDERING:** Purchase orders will be issued from WCS/Food Service.
16. **PENALTIES FOR FAILURE TO PERFORM:** Any one or combination of penalties to perform maybe used.
 - o Cost adjustment
 - o Termination of contract
 - o Suspension or elimination from future bidding @ WCS discretion
 - o Legal action and civil penalties
 - o Criminal action
17. **PERFORMANCE FILE:** Complaints (if any) will be in writing and copied to the Williamson County Purchasing Department to be included in a performance file on the successfully awarded proposer. These complaints should include but not be limited to delivery, ordering, billing problems, credit memos, discrepancies in count, weight, and damaged goods. The successful proposer shall address each of these complaints in writing with the resolution noted and send a copy to Williamson County Schools Purchasing Department in an e-mail.
18. **PRICING:** All prices are to be F.O.B. Destination and include all charges that may be incurred in fulfilling the terms of this contract.
19. **QUESTIONS/COMMENTS:** If prospective proposers have questions/comments about any part of this solicitation, please direct them, in writing, by e-mail to the Williamson County Schools Purchasing Department. Proposers are cautioned that nothing is legal or binding on Williamson County Schools unless stated in writing and made a part of this solicitation. Official addenda must be issued from the Williamson County Schools Purchasing Department.
20. **REMOVAL OF AWARDED BIDDERS EMPLOYEES:** The successful awarded proposer agrees to utilize only experienced responsible and capable people in the performance of this awarded contract. WCS may require that the awarded company remove from the job covered by this contract, employees who endanger persons, property or whose continued employment under this contract is inconsistent with the interest of School district.
21. **RESPONSIBILITIES OF WCS PURCHASING DEPARTMENT** in conjunction with the Food Service Department, will be responsible for the following:
 - o Preparation of the RFP project specifications in the manner required by law
 - o Advertisement of the RFP project

- o Public opening of the RFP project
- o Development of Purchase Order that refers or defaults back to the language of the RFP which will serve as the official contract between WCS, and the Awarded Vendor.
- o Purchase Order / Contract Administration

22. **TRAINING AND SERVICE:** If applicable, Service and technical training shall be provided by the awarded proposer if any new equipment is purchased that requires training at no additional cost. Service manuals (2 sets) shall be provided for equipment purchased at no additional cost.

EVALUATION PROCESS

The district reserves the right to accept or deny any or all proposals. Williamson County Schools District Purchasing Department and Food Service Department will appoint a team of highly trained staff to evaluate and assess each proposal. The proposals will be evaluated based on the content and solutions offered using the criteria below. Each proposer should answer the questions below.

Each proposer should take the following list of questions and answer them on an additional sheet of paper. The answers to these questions will be used to determine the qualitative analysis of the RFP.

1. **Proposers Qualifications**.....Number of years in food service business, and distribution business.
2. **Delivery Schedule**.... Description of how the vendor will work with WCS to establish a delivery schedule per site and implementation of the delivery plan.
3. **Deliveries**...Description of how the vendor handles delivery including minimums, delivery trucks outfitting, refrigeration capable of temps.
4. **Billing and accounts payable**... Description of how the vendor will bill WCS and the vendors accounts payable, is it local or outsourced.
5. **Service plan for disruptions**...plan to be used in case of disruptions.
6. **Nutritional information**... description of nutritional information available and accessible to customers on the website, such as nutrition labels, product formulation and how often is this updated.
7. **Vendor responsiveness**...description of duties of the designated sales representative including frequency of on-site visits to Food Service office. **Recall procedures.**
8. **Emergency orders**...How does the vendor handle emergency orders for their customers.

QUALATATIVE ANALYSIS Weighted 60 points

I. Subjective and Qualitative

<u>Points</u>	<u>Criteria & Description</u>
10	Proposer's Qualifications: Number of years in food service business, distribution business, including the K-12 market.

- 10 **Delivery Schedule:** Description of how the vendor will work with WCS to establish a delivery schedule per site Implementation Delivery Plan
- 15 **Deliveries:** 1. Description of how the vendor handles deliveries, including minimums for delivery. 2. Delivery trucks outfitting (refrigeration, capable of multi-temps). 3. Required order lead time in number of days.
- 15 **Billing & Accounts Payable, Service plan for disruptions, Nutritional Info.**
- 10 **Vendor Handles Emergency** and other items the proposer may bring to the table

II. OBJECTIVE AND QUANTITATIVE ANALYSIS Weighted 40 points

- 40 **Cost:** Proposers must submit one price for each item. Each proposer should bid on all items listed in the RFP document if applicable. The total bottom-line cost will be determined by multiplying each item bid price times the estimated usage figure and adding the extended dollar figures. In the event a proposer fails to quote a price on an item, the highest price for that item from all bids received will be inserted to calculate the bottom-line price. Williamson County Schools will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bottom-line total will be adjusted if mathematical conversions and extensions indicate the need for correction. Total cost to WCS based upon line-item prices. Pricing, cost, percentage discount, quality of goods/brands offered
Proposer will be ranked based upon pricing and assigned values in this section of RFP analysis in 3 point increments — lowest bidder receives 50 points, next lowest 47, next 44 and so on)

100 Points Maximum (for both sections)

ACCEPTANCE OF PROPOSALS: The evaluation team shall accept all proposals that are properly submitted. However, it reserves the right to request clarifications or corrections to proposals. Acceptance of a proposal by Williamson County School District or a submission of a proposal to the school district offers no rights upon the proposer nor obligates Williamson County School District in any manner. After completion of the evaluation — WCS will begin to negotiate and select a firm that is determined to be the best value, interest and best solution for WCS District

By submission of a bid, the bidder certifies compliance with the Equal Employment Opportunity requirements.

By submission of a bid or proposal, the bidder acknowledges and agrees to comply with the affirmative steps for contracting with small and minority businesses, women's business enterprises, and labor surplus area firms as required by 2 CFR § 200.321.

Termination for Cause and Convenience

Termination for Cause and for Convenience

(41 U.S.C. § 1908; 2 CFR Part 200, Appendix II (A))

The Non-Federal Entity may terminate this contract in whole or in part for cause or for convenience as follows:

1. Termination for Cause.

The Non-Federal Entity may terminate this contract, in whole or in part, if the Contractor fails to fulfill its obligations under this contract, fails to comply with federal, state, or local laws or regulations, or fails to perform in accordance with the terms of the contract. In such event, the Non-Federal Entity shall not be liable to the Contractor for any amount for supplies or services not yet delivered or performed.

2. Termination for Convenience.

The Non-Federal Entity may terminate this contract, in whole or in part, when it is in the best interest of the Non-Federal Entity. In such event, the Contractor shall be compensated for work performed and accepted up to the effective date of termination in accordance with the contract terms.

3. Remedies.

Upon termination for cause, the Non-Federal Entity may pursue all remedies available under this contract and applicable law. Upon termination for convenience, the Non-Federal Entity's liability shall be limited to payment for acceptable goods or services delivered prior to termination.

4. Inclusion in Subcontracts.

The Contractor shall include provisions for termination for cause and for convenience in all subcontracts related to this contract.

General Conditions

FOR SUBMITTING A FOOD AND NON-FOOD SERVICE PROPOSAL

Attached are instructions and conditions for submitting a Food and Non-Food Service Proposal for Williamson County Schools. The objective of this RFP is to select suppliers in such a manner as to provide for open and free competition and comparability. This is a firm fixed price RFP to be awarded in two sections, Food & Chemicals and Non-Food Items. All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Sanitary Food Transportation Act of 1990.

BID PERIOD

The annual service period begins July 1, 2026 and ends June 30, 2027 with option to renew.

VENDOR QUALIFICATIONS

Potential vendors must meet the following criteria:

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

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

- Inadequate or unacceptable product lines
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate truck fleets to handle predicted volume of goods
- Inadequate sanitation
- Documented unacceptable product
- Other areas of negative or poor performance

RFP's are to be opened on behalf of Williamson County Schools, Central Office, 1320 West Main Street, Suite 202, Franklin, TN 37064 at 10:30 am, Thursday, April 23, 2026.

Proposals will be examined for compliance with specification and conditions outlined in the RFP document. Consideration will be given to all proposals properly submitted. Proposals will receive appropriate confidentiality before awarding. Proposals will be evaluated by qualified WCS staff and graded and scored according to pricing, service, quality and other considerations, this is a Request for Proposal. After due diligence is complete and the proposal team has evaluated and scored each proposal, the awarded proposer will be announced.

BID PREPARATION

Proposers must submit one price for each item bid. Each proposer should bid on all items listed in the RFP document if applicable. The total bottom-line cost will be determined by multiplying each item bid price times the estimated usage figure and adding the extended dollar figures. In the event a proposer fails to quote a price on an item, the highest price for that item from all bids

received will be inserted to calculate the bottom-line price. Williamson County Schools will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bottom-line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

All proposals shall be in accordance with the instructions to proposers and specifications as attached. Specifications are intended to be open and non-restrictive. A copy of the Nutrition Facts label and ingredient statement must be included with the proposal. Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the contract period. For new/never used item's estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase.

Should a proposer find discrepancies or omissions from the RFP document or be in doubt as to their meaning, they shall at once request clarification from James Remete, WCS, Food Service Director. It shall be the sole responsibility of the proposer to make certain that all submittals are in proper form and submitted before 10:30 am on April 23, 2026. **Item bid cost must include delivery to schools** or other Williamson County locations.

DELIVERY to SCHOOLS

- A required delivery schedule is to be attached with your proposal.
- Deliveries shall be made to the schools Monday thru Friday between the hours of 6:30 a.m. and 2:00 p.m. Exceptions to this time frame must be approved on a case-by-case basis by *the Food Service Director*. Deliveries shall **NOT** be made after 2:00 p.m. Managers will not be expected to extend working hours to receive late deliveries!
- Products must be delivered inside the cafeteria/food preparation area. The manager or designee will check the items delivered against the requisition/purchase order and invoice at the time of delivery with both the manager or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods.
- All foods are to be delivered with no evidence of damage. The successful vendor agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged, stale, or out of date, at no charge.
- If foreign objects are found in foods purchased from the awarded vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- Each School Nutrition Program should retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- Delivery schedules will be altered to meet holiday and inclement weather schedules. Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and the successful contractor.
- Adjustments for inclement weather, national or local emergencies will include each school utilizing any product delivered prior to the school closing. The system will notify the vendor as soon as possible about necessary delivery delays.

- Williamson County Schools reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition, and suitable for hauling of all items.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number. This contact person will be required to make monthly visits to the Food Service Office.
- WCS requires a maximum of (1) one delivery per week to each WCS location and is agreeable to a \$400 minimum required order (of combined product). Most of our orders will significantly and regularly exceed this minimum amount. Because we have established a \$400 minimum there shall be no "case" minimum requirements.
- If vendor fails to properly fulfill / delivery (i.e., shortage, miss-pick, damaged items etc.) items on the first delivery then vendor is required (at the discretion of WCS Food Service Managers) to perform a second / make-up delivery at no additional charge to WCS beyond the regular bid cost of the items.
- If WCS makes a mistake in ordering which results in vendor having to make a second delivery in a week then it is at the vendor's discretion to make a second delivery.
- Other than the delivery language mentioned above... WCS shall not be assessed any extra charges of fees.

VENDOR PERFORMANCE

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

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

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

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

BREACH

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

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

ACTIONS THAT MAY BE TAKEN IN EVENT OF A BREACH

Upon the occurrence of any event of breach, the WCS may take anyone, or more, or all, of the following actions:

1. Give the Vendor an e-mail or written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another timeline is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor.
2. Give the Vendor an e-mail or 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 may owe to the Vendor any damages the School System 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

1. 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 WCS shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
2. In the event the contract is terminated for due cause by the System(s), the System(s) shall have the option of awarding the contact to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

WCS may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System. The Vendor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the WC School District be liable to the Awarded Vendor for compensation for any service which has not been rendered. Upon such termination, the Vendor shall have no right to any, actual, general, special, incidental, consequential, or other damages whatsoever of any description or amount.

INVOICES AND STATEMENTS

All monthly statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH.

Three (3) invoices or delivery tickets must be furnished to each location at the time of delivery. Invoice's delivery tickets must be signed by the Cafeteria Manager or designee show purchase order number, quantity, and price of each item delivered and total amount of the order. Invoices for unsigned delivery tickets will not be paid. If an item must be returned or is rejected, the invoice must be signed by the Manager or designee and the Delivery Driver.

BUY AMERICAN REQUIREMENT

The "Buy American Requirement" requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note this rule applies to "Private Labels" as well as other labels. The legislation defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. *Williamson County Schools* requests that vendors denote on their RFP document products that do not meet this requirement by putting an asterisk to the left of the item number on the proposal document and listing the item, country of origin and reason why Buy American is not possible on the Buy American Waiver.

REGULATION COMPLIANCE

- All awarded bids awarded 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, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All awarded bids over \$100,000 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over \$100,000. (See pg. 10)
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000. (See pg 11)
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14. (See pg. 12-13)
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

RECORDS

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

REPORTS

Contractors shall be required to submit product usage reports as requested by the Purchasing Manager and the Food Service Director.

Based on the request from the Food Service Director, these reports shall be submitted for total quantity delivered either by school site or combined district total.

CODE OF CONDUCT

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

- 1) No employee, officer, or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

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

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, audiotape, 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](#) 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. USDA is an equal opportunity provider, employer, and lender.

PROPOSAL COVER SHEET

WILLIAMSON COUNTY SCHOOLS

RFP #1404

Food and Non-Food Items

IMPORTANT:

PROPOSERS SHOULD READ THE FOLLOWING INSTRUCTIONS CAREFULLY

- 1. Proposers should complete the attached spread sheets listing their bid prices**
- 2. Sign and complete all of the required submittals**
- 3. Sign and complete this RFP Cover Sheet**
- 4. Print all pages and submittals and include in the sealed bid envelope.**

Proposer must also include a thumb drive (of their proposal submittal)

I, _____ (print name) _____ (title),
verify that I have carefully read the specifications, terms, conditions, and instructions
contained within this document and that I understand, acknowledge, and agree to all the
language set forth in this document. In addition, by signing this document and submitting
my RFP with Williamson County Schools, proposer fully acknowledges, understands, and
accepts the language contained within this RFP document.

Notice to Proposer – *If you find any of the language, terms, conditions, or specifications
unacceptable – then please do not submit a proposal package for this project.*

Signature: _____ **Date:** _____

Print Signature: _____ **Title:** _____

Proposers Company Name: _____

Address:

Email Address: _____

Phone Number: _____

WILL OTHER SCHOOL DISTRICTS IN THE STATE OF TN BE ALLOWED TO PIGGY BACK
OFF THIS BID (to the extent the state law will allow)? Yes ____ No ____

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Name/Address of Organization

Name/Title of Submitting Official _____

Signature _____ Date _____

**Verification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion
Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) **Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.**

Organization Name

Bid Number

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

Signature(s)Date

CERTIFICATION REGARDING "BUY
AMERICAN" REQUIREMENTS

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

There is a two- part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components. We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.

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

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

Requested Waiver Items

Product Description	Vendor Item #	Reason for Waiver Request	Approved

**use additional pages if needed*

Note: Approved column is for the SNP purchaser to indicate if they will accept the non-American product or if they reject that item. The SNP will contact the vendor if item is rejected. "We certify that our food products were manufactured in the United States and have at least 51% U.S.contents."

Date_____

VendorName_____

Completed By_____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF

COUNTY OF

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Williamson County 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 contacts 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.

Further affiant saith not.

Principal Officer

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 forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2001

Notary Public

My commission expires: _____

CRIMINAL BACKGROUND COMPLIANCE

AFFIDAVIT STATE OF _____

COUNTY OF _____

The undersigned, principal officer of employer contracting with Williamson County Board of Education to provide services having direct contact with children or access to grounds of a Williamson County public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of (hereafter 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. § 49-5-4 13 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of investigation and the Federal Bureau of investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
3. The Company is compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught. Principal Officer

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 he/she is the

_____ of _____ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office 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/contractor 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/contractor has been duly authorized to do so on behalf of the bidder/contractor.

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

Date

NON-BOYCOTT OF ISRAEL
CERTIFICATION

Tenn. Code Ann. § 12-4-119 prohibits public entities from entering into a contract for services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in and will not be engaged in for the duration of the contract, a boycott of Israel. This applies to any contract entered into on or after July 1, 2022. The law does not apply to contracts with a value of less than \$250,000 or in contracts where the supplier has less than ten employees. A boycott of Israel means engaging in refusals to deal, terminating business activities or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken: (1) In compliance with, or adherence to, calls for a boycott of Israel, or (2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Certification Requirements. 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: The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Printed Name and Title of Authorized Official

Signature of Authorized Official

Date

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 forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____.

Notary Public My commission expires: