

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective on January 1, 2022, by and between EMS LINQ, Inc., hereinafter referred to as "COMPANY" and the CITY OF KINGSPORT, for its Kingsport City Schools, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, CITY has need for services and other adjunct services as may be authorized by CITY as set forth in the Request for Proposal with a response time of September 22, 2021, at 4:00 p.m. Eastern time, and;

WHEREAS, COMPANY desires to provide such services and being competent to do so;

NOW THEREFORE, CITY and COMPANY in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I SCOPE OF AGREEMENT, SERVICES, AND SCHEDULE

1.1 The Agreement will consist of the following:

- (A) This Agreement;
- (B) City of Kingsport's Request for Proposals, dated September 5, 2021 and Addendum I dated September 13, 2021, a copy of which is attached as Exhibit A, except for the TERM OF CONTACT on page five (5); and
- (C) COMPANY'S entire Proposal, including the Technical Proposal, consisting of forty-two (42) pages and the Cost Proposal, consisting of five (5) pages dated September 22, 2021, a copy of which is attached as Exhibit B.

Exhibit A and Exhibit B are incorporated herein by reference and made a part of this Agreement as if they were set out verbatim. To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the CITY and/or impose the greater obligation on COMPANY shall control.

- 1.2 The work and services to be performed (hereinafter referred to as "Services") by COMPANY shall be in accordance with COMPANY's Scope of Work, as detailed in Exhibit B.
- 1.3 On receiving authorization to proceed with the work, COMPANY shall proceed with the Scope of Work contained in Appendix and shall proceed on a schedule mutually agreed with CITY.

- 1.4 As part of its Services COMPANY agrees to update this web-based product as it is revised, providing CITY with the most up-to-date version throughout the term of this Agreement.

ARTICLE II TERM

- 2.1 The term of this Agreement will begin on the “Effective Date”; and, unless earlier terminated as provided in this Agreement, will continue to June 30, 2031.
- 2.2 Throughout the term of this Agreement, COMPANY agrees to make all commercially reasonable efforts to provide thirty (30) days advance notice to CITY if there are changes to personnel that directly work with the CITY to provide these Services.

ARTICLE III COMPENSATION

- 3.1 Unless terminated in accordance with the terms and conditions of this Agreement, CITY will pay COMPANY over the term of this Agreement as follows and as shown in the last chart on page 5 of the RFP Cost Proposal that is a part of Exhibit B:

	Total Proposer's Cost	Hardware Adjustment	Total Cost to the District
Year 1 semester FOH)	\$8,500 FOH training	\$12,250	\$20,750
Year 2 (FOH and BOH)	\$15,795 + \$8,500BOH training		\$24,295
Year 3			\$15,795
Year 4			\$15,795
Year 5			\$15,795
Year 6			\$15,795
Year 7			\$15,795
Year 8			\$15,795
Year 9			\$15,795
Year 10			\$15,795

- 3.2 Annually, on the anniversary date of this Agreement COMPANY shall submit an invoice to CITY in a form consistent with CITY's needs for the upcoming year set out above in section 3.1. The invoices are to be signed and certified as to their accuracy.
- 3.3 CITY will promptly review invoices. CITY may require any additional information deemed necessary and appropriate to substantiate the invoice. CITY shall have ten (10) work days from date of receipt from COMPANY of an invoice to reject all or any part of the invoice. Payment terms of all undisputed invoices are net thirty (30) calendar days from the dates of the invoices.
- 3.4 For any dispute invoice or part thereof CITY shall provide written notice of such disputed invoice to COMPANY via the notice provisions set out herein within forty-five (45) days. An additional fifteen (15) days is allowed for CITY to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CITY that shall include either a justification of the invoice or an explanation of an

adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CITY to resolve any issues presented in CITY's notification to COMPANY. CITY may withhold payment of only the amount actually in dispute and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Any invoice not disputed as described above shall be deemed accepted by the City. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under this Agreement.

ARTICLE IV INDEPENDENT CONTRACTOR

- 4.1 COMPANY warrants to be an independent contractor and responsible for its Services, and not as the agent of CITY, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by COMPANY shall create any contractual relationship between any such subcontractor and CITY. COMPANY shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. COMPANY shall review State of Tennessee and City of Kingsport laws and regulations applicable to its services. COMPANY agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.

ARTICLE V COMMITMENT OF PERSONNEL AND GENERAL WARRANT

- 5.1 COMPANY represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with CITY.
- 5.2 All the Services required hereunder will be performed by COMPANY or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.
- 5.3 COMPANY represents and warrants that it has the resources necessary to provide the products and services called for in this Agreement, and all services will be performed in a professional and workmanlike manner consistent with the practices and standards of care generally-accepted within and expected of company's industry. COMPANY further represents and warrants that the Services will conform to its published specifications, operate in substantial compliance with applicable documentation, and will be free from material deficiencies and defects in materials, workmanship, design, and/or performance in accordance with the specifications set forth in this Agreement.

- 5.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE CONTRACT DOCUMENTS, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY TENNESSEE LAW.

ARTICLE VI LIABILITY AND INSURANCE

- 6.1 COMPANY shall fully indemnify, defend and hold harmless the CITY, its Board of Mayor and Aldermen, employees, officers, and volunteers from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of COMPANY, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by COMPANY. The provisions of this Article VI shall survive the termination or expiration of this Agreement and extends beyond any recovery from insurance or third-party until the CITY is restored to its pre-loss condition.
- 6.2 COMPANY shall at its own expense secure and maintain in effect throughout the duration of and for a period of one year after the contract insurance of the following kinds in no less than the limits specified for itself as well as for any of its subcontractors. The types of policies and limits listed below are the minimum required for COMPANY and any of its subcontractors. All policy limits shall be available for the benefit of the CITY on a primary and noncontributory basis notwithstanding any limits required herein.
- 6.3 All policies shall be from insurers that have a Certificate of Authority issued by or are otherwise eligible to operate in and by the State of Tennessee. Each insurer shall have a rating of A or better by AM Best or its equivalent by the CITY as an approved alternate. A Certificate of Insurance is required upon award and shall include the following language: "The City of Kingsport, Tennessee, its Board of Mayor and Alderman, officers, volunteers, agents, and employees are additional insureds for the full limits of all policies listed herein or otherwise applicable on a primary and noncontributory basis." All applicable policies shall be endorsed naming the CITY as an additional insured using that same language. The Certificate of Insurance shall also clearly T the following: "Should any of the above described policies be canceled before the expiration date, the issuing company shall provide a thirty (30) day written notice to the certificate holder." Bidder shall provide a complete certified copy of any policy including all endorsements and exclusions upon request.
- 6.4 The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial general liability:

COMPANY shall have coverage on an ISO CGL Special Coverage Form or its equivalent for Bodily Injury, Property Damage, Contractual, and XCU (Explosion, Collapse, and Underground) coverages in the amount of \$1,000,000 per occurrence and \$2,000,000 in a general aggregate.

(B) Workers' Compensation:

Workers' compensation coverage shall be issued covering any employees with the State of Tennessee listed in 3A of the policy and provide benefits as required by Title 50 of the Tennessee Code Annotated without limit. The policy shall include Employer's Liability coverage in the amount of \$1,000,000. The COMPANY agrees to obtain and maintain any other coverages such as Longshore and Harbor Workers' Compensation Act or Jones Act if required under Federal Law.

(C) Business Auto Coverage:

COMPANY shall obtain and maintain, at least \$1,000,000 of combined single limit coverage for bodily injury and property damage caused by any owned, non-owned, or hired vehicles including trailer and mobile equipment that is subject to financial responsibility, licensure, or registration.

(D) Professional Liability:

COMPANY shall obtain and maintain, at least \$1,000,000 of per occurrence professional liability insurance coverage for any alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract. Coverage shall begin prior to beginning any work on behalf of the City or this contract and shall extend to the end of Tennessee's Statute of Repose from the later of the contract term or completion of all work thereto.

(E) Technology Errors & Omissions Liability Coverage:

COMPANY agrees to maintain Technology Errors & Omissions Liability coverage with a limit of liability not less than \$5,000,000 Per Claim, \$10,000,000 Annual Aggregate, or a \$10,000,000 Combined Single Limit. For policies written on a "Claims-Made" basis, COMPANY agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve COMPANY of the obligation to provide replacement coverage.

- 6.5 CITY shall be included as an Additional Named Insured for Vicarious Liability as in respect to the COMPANY'S actions on behalf of CITY. COMPANY understands and agrees to pay for any deductible or other retention of it or any of its subcontractors for

any claim arising from any policy or program covering this agreement. It is further agreed that any insurance protection required by this Agreement or otherwise provided by COMPANY, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY, the City of Kingsport, Tennessee, its boards, officers, volunteers, agents, and employees. COMPANY waives and shall have its insurers waive, its rights of subrogation.

ARTICLE VII DATA PROTECTION

- 7.1 To the extent that city's data contains personal data about any living individual ("Data"), COMPANY will process that Data only as a Data Processor acting on behalf of CITY (as the Data Controller) and in accordance with the requirements of this Agreement.
- 7.2 COMPANY shall exercise reasonable care for the protection of such data and shall maintain reasonable data integrity safeguards against the deletion or alteration of such data. In the event that any such data is lost or destroyed because of any act or omission of COMPANY or any noncompliance with the obligations of COMPANY under this Agreement, then COMPANY shall, at its own expense, use its best efforts to reconstruct such data as soon as feasible.
- 7.3 Parties will at all times comply in full with the requirements of any applicable privacy and data protection laws.
- 7.4 COMPANY will process the Data in accordance with CITY's instructions under Applicable Privacy Law(s) and will not: (a) assume any responsibility for determining the purposes for which and the manner in which the Data is processed, or (b) process the Data for its own purposes.
- 7.5 In the course of providing CITY with the services described in the Agreement, COMPANY may also collect, use, process and store diagnostic and usage related content from the computer, mobile phone or other devices Your Users use to access the LINQ Product or Service. This may include, but is not limited to, IP addresses and other information like internet service, location, the type of browser and modules that are used and/or accessed (the "Usage Data"). Usage Data does not, however, include Your Data.
- 7.6 CITY agrees that COMPANY's Data and Usage Data to create and compile anonymized, aggregated datasets and/or statistics about COMPANY's products or services in order to: (a) maintain and improve the performance and integrity of COMPANY's products or services, (b) understand which COMPANY'S products or services are most commonly deployed and preferred by customers and how customers interact with COMPANY's products or services, (c) identify the types of COMPANY products and services that may require additional maintenance or support, and (d) comply with all regulatory, legislative and/or contractual requirements, provided in each case that such aggregated datasets and statistics will not enable any living individual to be identified.
- 7.7 COMPANY will have in place and will maintain throughout the Term of this Agreement,

appropriate technical and organizational measures against accidental or unauthorized destruction, loss, alteration or disclosure of the Data, and adequate security programs and procedures to ensure that unauthorized persons will not have access to any equipment used to process the Data.

- 7.8 COMPANY is authorized to subcontract processing of Data under this Agreement to a third party provided that: (a) COMPANY flows down its obligations to protect the Data in full, to any subcontractor it appoints, such that the data processing terms of the subcontract are no less onerous than the data processing terms set out in this Article VII, and (b) COMPANY will remain fully liable to CITY for the acts, errors and omissions of any subcontractor it appoints to process the Data.
- 7.9 COMPANY will at all times provide an adequate level of protection for Data that it processes on behalf of CITY.
- 7.10 Neither the Service nor the COMPANY's Products or systems are configured to receive and store personal health information ("PHI"), as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA") and that LINQ is neither a "Covered Entity" nor a "Business Associate," as those terms are defined in HIPAA. As such, CITY agrees, on behalf of itself and, to the extent permitted by Tennessee law, its users, not to use the COMPANY's Products or provide access to or submit any PHI to COMPANY when requesting technical and or Support Services, in either case, to, directly or indirectly, submit, store or include any PHI as part of the CITY's Data. CITY agrees that COMPANY may terminate this Agreement immediately, if CITY is found to be in violation of this Section.
- 7.11 COMPANY shall comply in all respects with the Family Educational Rights and Privacy Act (FERPA) and all other state and federal laws applicable to the security and confidentiality of pupil records. COMPANY will designate and train responsible individuals on ensuring the security and confidentiality of pupil records and COMPANY will establish and validate that security protocols that are in use at their facilities or leased facilities meet or exceed the stated and expected security surrounding FERPA which include firewalls, intrusion detection, web based security and authentication protocols. In addition, COMPANY will provide such information reasonably requested by CITY in order for CITY to verify COMPANY's compliance with FERPA and such other state and federal laws applicable to the security and confidentiality of pupil records.
- 7.12 In the event of a security breach, COMPANY will notify CITY and those affected by such breach regarding the extent of the breach, time of the breach, and steps taken to ensure their security and privacy. COMPANY will use commercially reasonable efforts to notify those affected within 48 hours. COMPANY will notify CITY via telephone & email; parents will be notified via email.
- 7.13 CITY acknowledges that COMPANY's privacy policy (which may be viewed at https://www.Linqk12.com/application/files/9715/8999/3875/LINQ_PrivacyPolicy_May_2020.pdf) shall apply to any Personal Data received or collected by COMPANY from the Users. COMPANY may make unilateral changes to its Privacy Policy, provided any such

changes are subject to the provisions of this Agreement, and shall not alter this Agreement, and shall not materially alter the use of the service or reduce the level of protection provided to CITY at the time of the execution of this Agreement.

ARTICLE VIII LICENSE AGREEMENT

- 8.1 Upon CITY's payment for the software products license fees set forth in this Agreement, COMPANY shall grant to CITY and CITY shall accept from COMPANY a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services referenced herein, and, unless prohibited by law, will provide access to any person designed by CITY as a User.
- 8.2 COMPANY shall use commercially reasonable efforts to display its content for access and use by CITY's Users twenty-four (24) hours a day, seven (7) days a week, subject to pre-scheduled, pre-announced downtime for routine maintenance, emergency maintenance, and system outages beyond COMPANY' control.
- 8.3 CITY acknowledges that COMPANY alone (and its licensors, where applicable) shall own all rights, title and interest in and to COMPANY' software, website or technology, and the Services provided by COMPANY, and this Agreement does not convey to CITY any rights of ownership to the same. COMPANY name and logo are trademarks of COMPANY, and no right or license is granted to CITY to use them.
- 8.5 Except as otherwise agreed in writing or to the extent necessary for CITY to use the Services in accordance with this Agreement, CITY shall not: (i) copy the course content in whole or in part except for Users to be able to study and have instruction; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of COMPANY or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any COMPANY software.

ARTICLE IX SYSTEM MAINTENANCE

- 9.1 For as long as this Agreement is in place, COMPANY shall ensure that the software provided as a Service pursuant to this Agreement does not materially differ from the requirements in Exhibit B. COMPANY agrees to ensure that the software is kept up-to-date during the term of this Agreement, and the CITY will have access to this up-to-date software at no additional cost.
- 9.2 COMPANY reserves the right to change the functionality of future releases of its software and CITY understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.

ARTICLE X TERMS AND CONDITIONS

- 10.1 This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.
- 10.2 This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.
- 10.3 To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 10.4 COMPANY shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.
- 10.5 In additions to the termination provisions in Exhibit A, if through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by COMPANY under this Agreement shall, at the option of CITY, become its property and COMPANY shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, COMPANY shall not be relieved of liability to CITY for damages sustained by virtue of any breach of the agreement by COMPANY and CITY may withhold any payments to COMPANY for the purpose of set off until such time as the exact amount of damages due CITY from COMPANY is determined. If CITY decides to terminate the Agreement, COMPANY will, at CITY's option, assist to cause the orderly transition and migration with regard to CITY's data and information (Transition Assistance). COMPANY reserves the right to charge reasonable fees and expenses to comply with this requirement. As part of this Transition Assistance (a) COMPANY and CITY will work together to develop a transition plan setting forth the respective tasks to be accomplished by each party in connection with the orderly transition and a schedule pursuant to which the tasks are to be completed.
- 10.6 All data migrated and/or entered into the COMPANY's software or system that are not

part of the COMPANY's base product created or delivered by COMPANY to CITY during this Agreement, together with the associated copyright and intellectual property rights, shall, unless otherwise indicated herein, be owned by CITY. CITY retains all right, title, and ownership of any CITY-created items it develops during the term of this Agreement. COMPANY shall obtain written permission from CITY to use any of these courses or tests for other customers.

- 10.7 All data pertaining to CITY or its employees processed by or stored in the system shall be kept confidential, shall be used only to carry out this Agreement, and may not be disclosed to anyone except employees, agents and contractors of COMPANY who have a "need to know" the same in order to further or facilitate the performance of the COMPANY's services and who are legally bound to respect the confidentiality thereof. All such data shall be and remain the property of CITY. COMPANY shall provide CITY with additional assurances or evidence of compliance regarding the confidentiality of such matters as CITY considers necessary or appropriate to comply with applicable laws and regulations.
- 10.8 COMPANY shall exercise reasonable care for the protection of such data and shall maintain reasonable data integrity safeguards against the deletion or alteration of such data. In the event that any such data is lost or destroyed because of any act or omission of COMPANY or any noncompliance with the obligations of COMPANY under this Agreement, then COMPANY shall, at its own expense, use its best efforts to reconstruct such data as soon as feasible.
- 10.9. The Services to be provided by COMPANY under the terms and conditions of this Agreement will be provided according to this Agreement. Both parties understand that time is of the essence.
- 10.10 In the event that a conflict arises that cannot be resolved between the parties, CITY and COMPANY agree that all disputes arising out of or relating to this Agreement or the Services that cannot be resolved by the parties shall be submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Rules of the Tennessee Supreme Court. Mediation shall take place in Kingsport, Tennessee, unless otherwise mutually agreed to another location. The parties will share equally in the cost of the mediator. Request for mediation shall be filed in writing with the other party to this Agreement. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order. The mediator will be selected by the parties. If the parties cannot agree to a mediator, each party will select a mediator and those two mediators will select a mediator not selected by either party and such individual will serve as the mediator.
- 10.11 Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither CITY nor COMPANY, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Service or to this Agreement. This mutual waiver of consequential

damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

- 10.12 This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement. The Parties expressly disclaim any alternate terms and conditions accompanying drafts, invoices, virtual documents, or purchase orders issued by either Party.
- 10.13 Neither COMPANY nor CITY is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.
- 10.14 The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- 10.15 COMPANY is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.
- 10.16 The services to be performed by COMPANY pursuant to this Agreement with CITY are intended solely for the benefit of CITY, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on COMPANY's performance of its services hereunder, and no right to assert a claim against CITY or COMPANY, its officers, employees, agents or contractors shall accrue to COMPANY or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of COMPANY's services hereunder.
- 10.17 Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
- 10.18 Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms,

tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

10.19 CITY is an EEO/AA/Title VI/Section 504/ ADA/ADEA Employer.

10.20 All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service, faxed or mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth herein. All notices under this Agreement (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, (b) if delivered by facsimile, will be deemed given when confirmed, and (c) if delivered by mail in the manner described above, will be deemed given on the fifth business day after the day it is deposited in a regular depository of the United States mail. Either party may change its address or designee for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

Notice to COMPANY: EMS LINQ, Inc.
2528 Independence Boulevard, Suite 200
Wilmington, North Carolina 28412
ATTN: Ms. Gina Dillon

Notice to CITY: Kingsport City Schools
400 Clinchfield Street, Suite 200
Kingsport, Tennessee 37660
ATTN: Superintendent

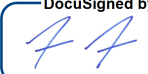
With a copy to: City Attorney
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

10.21 COMPANY represents that the software conforms to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 (WCAG 2.1), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. COMPANY shall provide CITY a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. COMPANY shall promptly respond to and resolve any complaint regarding accessibility of its products or services. COMPANY further agrees to indemnify and hold harmless CITY from any claims arising out of COMPANY's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement.

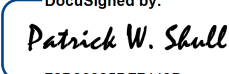
- 10.22 The parties are both business entities having substantial experience with the subject matter of this Addendum, and each has fully participated in the negotiation and drafting of this Addendum. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
- 10.23 Notwithstanding anything to the contrary no virtual document, including any “clickwrap”, “clickthrough”, or “click and accept” terms, or similar prerequisite to the use of Company’s product which purports to act as a user’s acceptance of terms and conditions is an agreement binding on CITY, and CITY’s use directly or through its employees or contractors of any webpage, website, or any other virtual platform will not bind CITY to any purported agreement. The express intent of the parties hereto is that this Agreement shall serve as the sole Agreement between the parties. No employee of CITY or any other person, without proper authorization, can bind CITY to any terms, contract, or agreement and only authorized representatives may bind CITY through a written document which has been attested to by the city recorder and the city attorney. Anything not contained in this Agreement including other agreements or understandings, be they in physical, verbal, or electronic form, such as but not limited to “clickwrap”, “click-through”, “click and accept” or any other form, are null, void, and without effect as it applies to CITY. Anything declaring that it is an Agreement that is not in a physical writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by CITY’s city recorder and approved as to form by CITY’s city attorney are not agreements of CITY, and shall not alter this Agreement and shall not materially alter the use of the service or reduce the level of protection provided to CITY at the time of the execution of this Agreement.
- 10.24 No member, official, or employee of CITY shall be personally liable to COMPANY or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by CITY; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement
- 10.25 This Agreement forms the entire Agreement between CITY and COMPANY. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, shall be of no force or effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, and year first above written.

EMS LINQ, INC.

By:  58360834F9D04A9...

CITY OF KINGSPORT for its Kingsport City Schools

By:  72D36825DF7443D...

Date: 12/8/2021

Date: 12/9/2021

ATTEST. DS
DocuSigned by:
Angie Marshall
AD9E467A1BD0B480
City Recorder

APPROVED AS TO FORM:
DocuSigned by:
J. Michael Billingsley
90246FFA1976462...
City Attorney

REQUEST FOR PROPOSAL

Sealed Proposals for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, September 22, 2021, and at that time publicly opened in Conference Room 436, 4th Floor, City Hall located at 415 Broad Street, Kingsport, TN. All proposals will be considered for award or rejection at a later date.

PROJECT: School Nutrition Management Software

Documents for the above referenced item are available online at <https://www.kingsporttn.gov/city-services/purchasing/> Interested parties may also contact the Procurement Department at (423) 229-9419.

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

No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street, Kingsport, TN 37660 and marked in accordance with the RFP documentation. The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive any informalities in bidding and to re-advertise.

PUB 1T: 09/05/2021

Chris McCartt
City Manager

PROCUREMENT PROCESS

- A. Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time on September 22, 2021 at which time it will be publicly opened in 415 Broad Street, 4th Floor, Conference Room 436, Kingsport, Tennessee.
- B. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:
 - Procurement Manager
 - City of Kingsport
 - 415 Broad Street
 - Kingsport, Tennessee 37660
 - Proposal for School Nutrition Management Software
- C. An original hard copy and three (3) additional hard copies of the Proposal are required.
- D. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. The City of Kingsport is not responsible for delays in delivery by mail, courier, etc.
- E. No submitted Proposal may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of Proposals.
- F. No oral interpretation will be made to any Proposer as to the meaning of the Proposal Specifications or any part thereof. Each written request for clarification or interpretation shall be made in writing to the City.

NOTE – It is the intent of the City to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted via email to the Assistant Procurement Manager, Schools, ssloan@k12k.com by the end of the business day, September 10, 2021, and an addendum will be issued by 4:00 P.M., Eastern Time, on September 17, 2021 and will be available online at <https://www.kingsporttn.gov/city-services/purchasing/>

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

General Terms and Conditions

- A. Taxes – The City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and Proposer must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemption Certificates will be furnished upon request.
- B. Indemnification – The City of Kingsport, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any service and/or materials furnished by the Proposer, provided that such liability is not attributable to negligence on the part of the using agency of failure of the using agency to use the materials in the manner outlined by the Proposer in descriptive literature or specifications submitted with the Proposal. The City will not indemnify the successful Proposer.
- C. Patent Liability – The successful Proposer, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the City.
- D. Limitation of Remedies – Any remedies in the Proposer's Proposal, to include Agreement, License Product Agreement, Terms and Conditions, Literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.

- E. All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."
- F. Insurance – During any work performed by the successful Proposer(s) on the premises of the City or otherwise, the successful Proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Proposer and the City and their representative agents and employees, occasioned in any way by the acts or omissions of the Proposer, or the Proposer's agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.
- The successful Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.
- All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."
- Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.
- This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the City.
- G. F.O.B. – All prices will be quoted F.O.B. Kingsport, Tennessee, delivery to City of Kingsport's location shall be without additional charge.
- H. By submission of a signed Proposal, the Proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
- I. Contracts and purchases will be made or entered into with the lowest, responsible, compliant Proposer meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible Proposer is defined as a Proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
- J. The City reserves the right to determine the low Proposer either on the basis of the individual items or on the basis of all items included in its Request for Proposal, unless otherwise expressly provided in the Request for Proposal. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal.
- K. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

- L. The City, in accordance with its governing directives, reserves the right to reject any and all Proposals, to waive any informality or irregularities in Proposals and unless otherwise specified by the Proposer, to accept any item.
- M. All contracts, purchase orders, and any documents or material obtained by the City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.
- N. All contracts or purchase orders will include a provision that is not assignable by the Proposer without the written consent of the City.

O. **CONFLICT OF INTEREST:**

No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.

No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.

By submission of this form, the vendor is certifying that no conflicts of interest exist.

P. **DRUG FREE WORKPLACE REQUIREMENTS:**

Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Q. **ELIGIBILITY:**

The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

R. **GENERAL:**

Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.

Such offer is genuine and is not a collusive or sham offer.

S. **IRAN DIVESTMENT ACT:**

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

T. **NON-COLLUSION:**

Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.

The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

U. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

PURPOSE

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

Through this RFP, the District seeks to procure the best services at the most favorable, competitive prices.

The District intends to procure a cloud-based School Nutrition Management Software for twelve (12) school kitchens/ cafeterias throughout the Kingsport City School district and SN central office/warehouse. The District has an active enrollment of approximately 7,500 students with 40 point of sales computers. The intent of the RFP is to obtain information leading to the selection of a School Nutrition Management Solution that will best meet the functional, technical, and service needs of the District. The goal of the School Nutrition Management Software Solution is to improve the efficiency of both the front and back of house operations. The solution is expected to provide cloud-based computing that is user and customer friendly.

The District operates the following programs: National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program, Fresh Fruit and Vegetable Program, Community Eligibility Provision meal plan, Seamless Summer Program, Free & Reduced meal program and the USDA Foods (Commodities) program. The District currently operates under the CEP meal plan and the Free & Reduced Meal Program.

AWARD

The right is reserved, as the interest of KCS may require, to reject any and all proposals and to waive any informality in proposals received. The contract shall be awarded to the responsible proposer whose proposal, conforming to the Request for Proposal (RFP), will be most advantageous to KCS, price and other factors considered, subject to the Board of Education and Board of Mayor and Alderman approval. An award mailed or otherwise furnished to the successful proposer within the time for acceptance specified in the proposal results in a binding contract without further action by either party. If a prospective proposer does not agree with the contract award, they have the right to protest. Disputes arising from the award of this proposal must be submitted in writing to the City of Kingsport Procurement Manager no later than seven (7) days from award date. City of Kingsport will disclose the dispute to the Tennessee State Department of Education, School Nutrition Office. In the event no funds are appropriated by KCS for the goods and services specified or insufficient funds exist for future orders, KCS is under no obligation to make a RFP award or purchase.

Tie-Bids – A tie bid exists where two or more proposers offer products that meet all specifications, terms and conditions at identical prices, including cash discount offered for prompt payment. In such case, a tie bid will be broken by the following methods, in descending order:

1. Quickest implementation time
2. By lot or coin toss

CONFLICT RESOLUTION

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

TERM OF CONTRACT

This Contract, upon approval by the Board of Education and Board of Mayor and Alderman, shall commence at the end of the 2021-2022 school year and continue through the 2022-2023 school year. Kingsport City Schools Nutrition Services will send a notice of contract renewal, either terminating at the end of the contract year or requesting a renewal for the upcoming school year, provided that cost and service is acceptable.

ADD NEW LOCATIONS

KCS reserves the right to add to this contract additional schools that are built/opened during this bid, under the same conditions and same bid price. All services are to be provided and maintained to meet all applicable federal, state and local regulations, laws, and guidelines. KCS reserves the right to add or delete modules from existing and future schools under the same conditions and same bid price.

COST PROPOSAL-PRICING

All materials/pricing will be up to the discretion of the proposer but each proposer must understand that cost plus a percentage in any form is an unallowable pricing method and will deem the bid unresponsive. KCS anticipates that the implementation period for Front of House modules will be on the contract date. The District expects any maintenance and/or subscription fees to be prorated for the first year.

PREPARATION OF PROPOSALS

- A. Proposers are expected to examine the specifications, schedule, and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the RFP. The proposer shall sign the Proposal; completed form shall be without erasure or interlineations. Proposals that are submitted on forms other than the enclosed forms are subject to disqualification, unless additional information is requested.
- C. Alternate proposals for supplies or services other than those specified will not be considered.
- D. All prices proposed shall be shown and such prices shall include shipping cost and installation, if appropriate, unless otherwise specified. A total shall be entered in the amount column of the pricing sheet for each item proposed. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

- E. Proposers must be able to meet the demand of products and training as needed by the School Nutrition Program.
- F. Time, when stated as a number of days, will refer to business days.

REQUIREMENTS FOR SUBMITTING REQUEST FOR PROPOSALS

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

ACKNOWLEDGMENT OF AMENDMENTS

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

RFP ADDENDUM

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

RFP COMMUNICATIONS

Proposers must direct communications relating to this RFP to the Procurement Department. Only the City of Kingsport official, written responses and communications will be binding with regard to this RFP. Proposers must ensure that the District receives all written comments, including questions and requests for clarification in sufficient time to allow for a reply to reach proposers.

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

The District reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications will be posted on the City of Kingsport website, <https://www.kingsporttn.gov/city-services/purchasing/>.

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

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

PROPOSER REQUIRED REVIEW & WAIVER OF OBJECTION

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

PROPOSAL DEADLINE

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

FAILURE TO SUBMIT PROPOSAL

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

LATE PROPOSALS AND MODIFICATIONS

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

COMPLIANCE WITH LAWS

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

CODE OF CONDUCT

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of City of Kingsport and Kingsport City Schools may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Kingsport City Schools’ procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

QUALIFICATIONS OF PROPOSERS

KCS may make such investigations as are deemed necessary to determine the ability of the proposer to provide the product and perform the service. The proposer shall furnish all such information and data for this purpose as KCS may request. KCS reserves the right to reject any proposal if the evidence submitted by or investigation of such proposer fails to satisfy KCS that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

1. It is preferred that all proposers have a minimum of three (3) years successful experience in software management solutions.

2. If during the term of this contract, the Proposer changes any member of the initial staff presented in their proposal, that member must be replaced by a worker possessing competency and holding license to provide services. If it is determined by KCS that the Proposer does not have adequate qualified personnel to perform the requirements of the contract, City of Kingsport reserves the right to terminate the contract for default and award to the next most qualified proposer.

AUDIT PROCEDURE

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

RFP SOFTWARE PRESENTATION

This RFP may require the qualified proposers to conduct a virtual presentation. The proposer must meet the system requirements of this RFP. The District reserves the right to dismiss requests that do not meet specifications in this RFP. The District will not be liable for any cost incurred by the proposer in connection with such presentation. (i.e. travel, accommodations, etc.)

MATERIAL AVAILABILITY

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

FEDERAL TAX AND STATE SALES TAX

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

REGULATION COMPLIANCE

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

- F. Encouraging Small and Minority Owned Businesses 2 CFR 200.321 - To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.

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

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

(Company Name)

- G. 2 CFR 200.319(c) Drafting of RFP Specifications - Requires that any person that develops or drafts specifications, requirements, statements of work, invitations RFP, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.
- H. 2 CFR 200.319(c) Local Geographical Preferences - Local geographical preferences shall be prohibited as specified in 2 CFR 200.319, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- I. Non-Collusion Affidavit – The form states the proposer agrees and understands the affidavit and is required to be signed.
- J. § 50-9-113, Drug-Free Workplace Affidavit – A form required to be signed to affirm company is compliance.
- K. Certification of Compliance with Tennessee Public Chapter #587 - Requires background checks for employees of proposers under certain situations
- L. Title VI of the Civil Rights Act of 1964 - No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- M. Title IX of the Education Amendments of 1972 - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student- to-student harassment.
- N. Buy American

This SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Note that products must be both produced and processed in the U.S.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after the time of the bid and during the contract period, it must be submitted in writing to Sandra Sloan, ssloan@k12k.com, Kingsport City Schools, 400 Clinchfield Street, Suite 200, Kingsport, Tennessee 37660, a minimum of fourteen (14) days in advance of delivery.

Failure to complete and sign the “Buy American Certification Form” and include it with the bid response will be considered a non-responsive bid.

If the bidder ships items that have not been approved by the School Nutrition Program during the contract period, the non-compliance will be addressed as a breach of contract.

DECLARATION/STATEMENT BY PROPOSER

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

EQUAL OPPORTUNITY / NON-DISCRIMINATION

Kingsport City Schools is an equal opportunity affirmative action employer.

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

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

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

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Proposer:

Company Name/Signature

**CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS
415 Broad Street
Kingsport, TN 37660**

**REQUEST FOR PROPOSAL FOR SCHOOL NUTRITION MANAGEMENT
SOFTWARE SOLUTION**

TERMS AND CONDITIONS OF PURCHASE

CONTRACT TERMS

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

INSPECTION AND ACCEPTANCE

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

WARRANTY

The seller expressly warrants that all articles, material, and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the district and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the district's acceptance of said material or goods or by payments for them. There shall be a warranty on repair service for thirty (30) days after completion.

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 or any other causes of similar character beyond their control and without their fault or negligence.

INVOICES

Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

BANKRUPTCY OR INSOLVENCY

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

DELIVERY

Location of Delivery of Service - All services for this RFP will be in school cafeterias, central office and/or on

school properties of the City of Kingsport's Kingsport City Schools sites, RFP Attachment 6.0, as directed by the purchase order. All price quotes must be F.O.B. Kingsport TN.

Time of Delivery/Service - To insure adequate service level to the kitchens, Kingsport City Schools requires that all services rendered will be delivered/completed when specified. Time is, therefore, the essence of this contract. If services are not provided at the time agreed upon, the District reserves the right to cancel and obtain elsewhere and hold seller accountable therefore.

DELIVERY OF GOODS AND SERVICES

It is understood and agreed that this proposal shall constitute an offer which, when approved by the Board of Education and Board of Mayor and Alderman, will constitute a valid and binding contract between the undersigned and the City of Kingsport for its Kingsport City Schools. Failure to supply needed material and/or services will result in removal of the firm from the KCS list of proposers for the current bid year as well as the next bid cycle.

RESPONSIBILITY FOR SUPPLIES/SERVICES

The Proposer shall be responsible for supplies/services until they are delivered/provided at the designated delivery point; and the proposer shall bear all risk for rejected and recalled supplies after notice of rejection. These will be replaced free of charge upon notice of recall/rejection.

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

REQUIRED APPROVALS

The District is not bound by this Contract until it is approved by the City of Kingsport Board and Mayor of Alderman and Kingsport Board of Education in accordance with applicable local and state laws and regulations. No work shall be performed without a signed Purchase Order issued by the District.

RECORD RETENTION

All records shall be maintained by the proposer for three (3) years after final payment has been made or until all disputes are resolved. All such records must be made available to the State Agency, the United States Department of Agriculture, the Comptroller General of the United States, or any of their duly authorized representatives.

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

- Until all pending matters are resolved. Pending matters include contract disputes, audits, investigative and review findings.
- The Federal record retention period begins with the later of the date:
- The final payment is made under the contract,
- The contract concludes; or
- The final claim for reimbursement for the fiscal year in which the contract concludes is submitted.

For renewable contracts, records of the initial procurement through the conclusion of the final renewal must be maintained.

Records Access - The proposer shall agree to retain all books, records and other documents relative to the contract agreement for three (3) years after final payment, or until audited by the SFA (School Food Authority), whichever

is sooner. Duly authorized representatives of the LEA (Local Education Authority) /SFA and/or USDA auditors or the Comptroller General of the United States shall be allowed full access to any books, documents, papers and records of the proposer which are directly pertinent to all negotiated contracts.

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

STRICT PERFORMANCE. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written addendum signed by the parties hereto.

INDEPENDENT SUCCESSFUL PROPOSER. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Successful proposer, being an independent Successful proposer and not an employee of the District, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the successful proposer's employees, and to pay all applicable taxes incident to this Contract.

LIMITATION OF LIABILITY. The parties agree that the Proposer's liability under this Contract shall be limited to services actually rendered that have not been previously paid for but for which the warranty is still in place and as may be addended, provided that in no event shall this section limit the liability of the Proposer for intentional torts, criminal acts, or fraudulent conduct.

DISTRICT LIABILITY. The District shall have no liability except as specifically provided in this Contract. KCS shall not be responsible for any payment, insurance, or incurred liability.

LOCAL, STATE AND FEDERAL COMPLIANCE. The Proposer shall comply with all applicable local, state and federal laws and regulations in the performance of this Contract.

Proposer shall acknowledge that it and its employees serve as independent proposers and that KCS shall not be responsible for any payment, insurance, or incurred liability.

PROPOSER PERFORMANCE. If the Proposer fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, KCS SNS may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Proposers with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any proposer with continued poor performance will be removed from the potential proposer list for the current bid year as well as the next bid cycle.

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

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

- Quality of product
- Support response time
- Price
- Product/service does not meet RFP specifications

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

- Temporarily withhold cash payments pending correction of the deficiency by the proposer or more severe enforcement action
- Disallow all or part of the cost of the activity or action not in compliance;
- wholly or partly suspend or terminate the current award for the proposer;
- withhold further awards for the program;
- take other remedies which may be legally available; and/or
- ban the company for bidding for the current bid year as well as the following bid cycle.

BREACH

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

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

Kingsport City Schools School Nutrition Service's actions in event of a breach, upon the occurrence of any event of breach, the School system may take any one, or more, or all, of the following actions:

- Give the Proposer a written notice of the breach requiring it to be remedied within thirty days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Proposer;
- Give the Proposer a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Proposer during the period from the date of such notice until such time as the KCS SNS determines that the Proposer has cured the breach, shall never be paid to the Proposer;
- Set off against any other obligation the KCS SNS may owe to the Proposer any damages the KCS SNS suffers by reason of any event of breach;
- 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 Proposer fails to properly perform its obligations under this contract in a timely or proper manner, or if the Proposer violates any terms of this contract, KCS SNS 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 KCS SNS, the KCS SNS shall have the option of awarding the contract to the next lowest proposer or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE: The City of Kingsport for its Kingsport City School Nutrition Services may, by written notice to the Proposer, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the KCS SNS. KCS SNS must give notice of termination to the Proposer at least thirty days prior to the effective date of termination. The Proposer shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School System be liable to the Proposer for compensation for any service which has not been rendered. Upon such termination, the Proposer shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

CONFIDENTIALITY OF RECORDS. Once opened or unsealed the response to this request for proposals or bids, including pricing information, and any attachment or exhibits thereto, whether actual or virtual, along with any ensuing agreement, and any attachment or exhibits thereto, whether actual or virtual, are public records pursuant to Tenn. Code Anno. § 10-7-503 et seq. Public records are subject to disclosure in whole or in part, without regard to any provision declaring information confidential. The city is required to promptly make available for inspection any public record not specifically exempt from disclosure, and upon proper request, release public records as defined by Tenn. Code Anno. § 10-7-503 et seq. without the requirement to disclose such request to any party or provide any party with notice or the time to obtain a protective order. Such law is construed in favor of granting public access to records maintained in the course of the city's business, and the city does not have the burden of establishing that the requested record is not confidential information or that its release is authorized. This paragraph serves to meet such burden and serves as authorization of disclosure.

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

Proposer is to identify their regular business hours and service hours for the company's week. Also proposer must provide two contact names and phone numbers for SNS personnel to initiate service orders during these normal working hours and provide two contact names and numbers for service needs outside these normal operating hours/days.

The prices provided herein will be firm prices for the contract period, divided by Front of House and Back of House as specified on the cost proposal form.

As the signee for this proposal, the proposer agrees to the following: "By my signature on the face of this proposal, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer."

The successful proposer shall be issued a purchase order to cover the contract period.

Proposer agrees to provide company uniforms and/or ID badges to all its service personnel.

Proposer agrees to provide personnel who are highly skilled/qualified in their craft and to provide experienced supervision as well as planning as a condition of this contract.

The Asbestos Management Plan, which can be obtained from the school system's maintenance office, for each school must be consulted prior to any work being done, if service requires disruption of floor, ceiling, or wall structures.

Scope of Service

The District is seeking to utilize the software with non-proprietary hardware. The software should have the following core functionalities: Point of Sale (POS), Menu Planning & Nutritional Analysis, Production Records, Ordering, Inventory, Student Management, Accountability, Reporting, and an Online Portal with access to Online Menu Boards, Online Payments, and Online Free & Reduced Applications. All applications must be part of a fully-integrated suite provided on a single platform in a multi-location implementation. No software is required to be installed on any district system to run the solution, including the point of sale terminals.

System Information:

The software must be cloud based and hosted by the vendor in a secured location, with redundant failover capabilities.

All aspects of the software need to be accessible from any location with access to the internet.

All data should be in a unified database, and changes are updated in real time between modules.

Security permissions can be configured by user or by group for all components of the software.

Maintain at least the current year plus three years prior for all data in the system with the ability to maintain the data longer in circumstances outlined in this RFP.

Point of Sale:

Must be touch based without any need for a keyboard or mouse.

Must support up to two pin pads per POS, for input of unique student identifier.

Must continue operating even if an internet connection becomes unavailable, and seamlessly synchronize data upon restoration of the internet connection.

All transactions need to have a detailed audit trail that can be viewed by users with appropriate access.

Track allergies and dietary restrictions by student, and warn/prevent sales of items based on this information.

Must be able to serve students from multiple schools through each POS terminal.

Must support a school or principal account that can be used to make purchases or pay for student meals.

Must have a sell by photo mode that allows the cashier to enter sales by viewing student photos.

Must have the capability of contactless payments as well as debit/credit card purchases.

Menu Planning:

Ability to track all district inventory items with nutritional information, serving sizes, USDA crediting information, allergens, and ordering information.

Ability to build recipes with step by step instructions with rich text entry, including inventory items, HACCP, photos, notes, automatic scaling for users, multiple serving sizes, USDA crediting information, and allergens.

Ability to calculate all costs associated with a recipe and nutritional contents for a recipe.

Ability to construct menu cycles and calculate all costs and nutritional contents for the cycles based on projected production.

System must be USDA approved for Menu Planning and Nutritional Analysis.

Ability to copy menu plans and assign them to sites and dates as applicable.

Production Records:

Production records need to be populated from scheduled menus that have been assigned to the site/date.

Ability to print a production worksheet, production pull ticket, and finished production record that meets all Tennessee state requirements.

Ability to modify scheduled production record at the site level, by adding/removing items and recipes, and updating served/prepared quantities.

Ability to support an optional temperature probe.

Scheduled or Preplanned production records need to update the online menu boards that parents have access to in real time.

Ability to calculate all costs associated with production record based on actual production.

Inventory & Ordering:

Ability to maintain a perpetual (on-hand) inventory, and do at least a monthly physical inventory that reconciles these together.

Ability for sites to submit orders, to consolidate orders centrally, and electronically transmit the orders to vendors.

Ability to transfer inventory items between sites.

Ability to track available commodity items, and automatically use commodity items when entering site orders.

Ability to automatically generate orders based on planned production records and on-hand inventory.

Ability for an item to be ordered from multiple vendors.

Ability to create delivery schedules based on vendor and sites.

Ability to setup custom storage locations by site.

Ability to support an optional barcode scanner that be used for receiving.

Ability to establish a warehouse site that supports inventory (perpetual and physical) and ordering (as a vendor and a receiving site).

Student Management:

Ability to attach documentation to student records. Record a history of all student notifications.

Record a history of all changes to student applications.

Upon changing a student's eligibility status, all past meal purchases should be updated based on the eligibility date.

Automatically extend grace benefits to CEP students who are transferring to non-cep sites.

Free & Reduced:

Include online meal applications.

Provide access to online meal application inside the online portal.

Allow parents to fill out online applications even if they don't have an account in the system.

Must provide online meal applications in any language needed by the district.

Ability to display a customizable message when online applications are completed.

Ability to exclude foster, head start, migrant, homeless and runaway students from the automatic approval process.

Ability to exclude eligibility benefit types such as FDPIR and SNAP from the automatic approval process.

Ability to include custom questions on online meal applications.

Ability to create and track an unlimited number of online meal application statuses.

Must enforce data entry in required fields to ensure completed applications.

Must provide a unique alpha numeric code for every submitted application.

Must email parents that unique code when completing an online application.

Ability to track notes on the application record.

Ability to add attachments on the application record.

Eligibility letters to parents must be fully customizable.

Ability to print or email eligibility letters from the application record .

Keep a record of all notifications sent regarding that application.

Provide a read receipt for emails.

Each application must include a change history to track all changes made to application.

Ability to print paper copies of online applications.

System must detect and track duplicate meal applications.

System must support an upload of the district's direct certification file that automatically matches to enrolled student.

System must automatically extend benefits to household members based on direct certification import.

Extended benefits must be identified uniquely from direct certified eligibilities.

System must allow direct certification to be run as often as needed.

Ability to group schools for reimbursement reports.

All applications must be available in the system for a minimum of five years.

Free & Reduced Verification:

System must provide a streamlined process for handling verification.

Must provide the ability to manually select applications for verification.

Must provide the ability to select a specified number of applications at random.

Must have the ability to display a list of all selected applications, their current status in verification, their initial eligibility status, their final eligibility status and what type of application they completed.

Must provide a count report that displays the number of total applications and the number selected per category.

Must allow printing and emailing of initial notification letters.

Must allow printing and emailing of warning letters.

Must allow printing and emailing of complete letters.

Must allow printing and emailing of failures to respond.

Must automatically generate and populate all necessary federal reports for verification.

Ability to exclude a school from the verification process.

Accountability:

Ability to accurately track all meal sales, and provide accurate claim information (counts and reimbursement), with CEP eligible sites and free & reduced sites.

Ability to perform edit checks on meal counts by site with customizable attendance factors.

Ability to export all financial, claim, and inventory data as needed.

Support custom scheduled exports and imports.

Reporting:

The system must continue to function normally while reports are being generated.

Online Portal:

Must be PCI compliant.

Allow parents to make payments via credit card or e-check. Fees need to be clearly disclosed to the parent, and no fees can be passed back to the district.

Allow parents to view student accounts, including account balances and transactions, at no cost to the parent.

Allow parents to view menu boards by school.

Allow parents to view transactions in real time.

Parents should have access to a free mobile app.

Software provider must assume all liability for transactions made through the online portal.

Software provider must provide support for parents using the online portal.

The software will streamline service and reporting under every USDA program utilized by the District. The District requires that proposer provides both the software and implementation services for this project. Implementation should follow the schedule that will be provided by the School Nutrition Services IT Team. This project will be implemented in two phases.

- First Phase is Front of House
 - Point of sale
 - Student Eligibility Management

- Online Payment
- Online F&R Applications
- Accountability
- Second Phase is for the implementation of Back of House
 - Menu Planning & Nutritional Analysis
 - Online Menu Boards
 - Ordering
 - Inventory
 - Production Records
 - Reporting
 - Software Compatibility

The District's Student Information System is Follett Aspen.

The proposer's software must provide access to all data. Importing and exporting capability should include any type of data from an external source, either by flat file, text, cave or direct database link. The data must be fully accessible (exportable in .pdf, .txt, and .csv) to the District upon installation and throughout the term of the agreement. Report availability shall be 24 hours/day. Imports and exports can be scheduled in the system to automatically transfer data to/from the district.

The District requires real-time data entry and retrieval for all data elements captured within the system. The system must have different levels of access based upon user roles and rights to be established during the implementation period.

It is expected that the successful proposer in a joint effort with the SNS IT Team will coordinate a phased in plan to reduce risk, ensure a high-quality implementation, move at a rapid pace, and strategically design to make transitions as seamless as possible.

Back-up processes must be scheduled periodically and must be maintained by individuals according to job responsibilities. The District reserves the right to approve the individuals that are provided access to modify back up processes.

Software must allow web-based internet access for payment and record keeping and must integrate with the student information.

Software should be compliant with current local, State and Federal laws (USDA), policies and regulations for K-12 Food Service operations. Vendors must include in their proposal how changes and updates to local, State, and Federal laws, policies and regulations for K-12 Food Service will be incorporated into their software over time.

The proposer must implement testing procedures to ensure that the system meets the requirements explained in the RFP.

The proposer is required to provide technical support in all stages of the project from setting up the system thru post implementation.

Data

The proposer is expected to configure and populate the District's database for the new system by providing data migration services. The proposer will define the vehicle for system loading and the required data format. The proposer shall ensure that the data migrated from existing systems is accurate and complete once the data migration has been completed. The proposer will partner with SNS IT Team to complete the migration of data required for populating the vendors system. This shall include, but not be limited to the following functions:

- Conversion services to convert information as requested from existing software/processes
- Uploading student data (identification numbers, photos, etc.) from the Student Information System Data and records should be secured with security and permission definition and data shared across/between modules as required for the workflow to be as efficient and effective as possible. Data must be stored and secured via cloud hosted by the proposer. A high level of security is required and shall be available to adapt to future security needs.

No data should be made available to any third-party organization other than those that have been authorized through this contract.

Training

The proposer must have the capability for remote training through remote control of SNS computers as needed. The proposer must provide in-depth online training to the School Nutrition Services personnel of whom will be administrating and maintaining the software post-go live. This includes the utilization of process flows, all screens and execution of reports, and all data feeds/points of system integration with other District's systems.

Payment Terms and Conditions

Compensation Firm. The payment rates and the maximum liability of the District under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason.

Payment Methodology. The Proposer shall be compensated based on the proposal's service cost herein for services rendered authorized by the District. Any billing questions should be directed to City of Kingsport Accounts Payable, at the address or email that follows.

Invoice Requirements. The Proposer shall invoice the District only for completed service and for the amount stipulated above, and as required below prior to any payment.

The Proposer shall submit invoices to:

City of Kingsport for its Kingsport City Schools

Attention: Accounts Payable

415 Broad Street

Kingsport, TN 37660

Or via email: ap@kingsporttn.gov

The Proposer agrees that an invoice will be submitted per contract year and shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information:

- Invoice/Reference Number (assigned by the Proposer);
- Invoice Date;
- Invoice Period (period to which all invoiced charges are applicable);
- P.O. Number, which will be provided once Contract is fully executed;
- School Name and Address;
- Proposer Name;
- Proposer Contact (name, phone, and/or fax for the individual to contact with billing questions);
- Proposer Remittance Address; and
- Complete Itemization of Charges, which shall detail the service description (including name/title as applicable) of each service invoiced and time period and total amount due for the invoice period.

The Proposer understands and agrees that an invoice to the District under this Contract shall:

- include only charges for service described in RFP Attachment 6.3. and in accordance with the payment terms and conditions;

- not include any future work but will only be submitted for completed service; and
- not include sales tax or shipping charges.

The Proposer agrees that timeframe for payment (and any discounts) begins when Accounts Payable is in receipt of each invoice meeting the minimum requirements above.

Payment of Invoice. The payment of the invoice by the District shall not prejudice the District's right to object to or question any invoice or matter in relation thereto. Such payment by the District shall neither be construed as acceptance of any part of the service provided nor as an approval of any of the amounts invoiced therein.

Invoice Reductions. The Proposer's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the District, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services. This will be done by the proposer issuing a credit to the School Nutrition Program via Accounts Payable.

PROPOSAL REQUIREMENTS

Proposal Form

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

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

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

A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.

A proposal should be prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8-½"x 11" pages. All proposal pages must be numbered.

All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

The District may determine a proposal to be non-responsive and reject it if:

- the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
- the Technical Proposal document does not completely respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
- the RFP is not returned in its entirety with appropriate questions answered and pages signed, documented as required.

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

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

A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide, and must NOT record any other rates, amounts, or information.

The proposed cost shall incorporate ALL costs for services under the contract for the next ten years for City of Kingsport and Kingsport City Schools financial planning purposes.

A Proposer must sign and date the Cost Proposal.

A Proposer must submit the sealed Cost Proposal together with the sealed Technical Proposal in the same envelope.

Proposal Delivery

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

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

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

One (1) original Technical Proposal paper document labeled “RFP SNS SOFTWARE - TECHNICAL PROPOSAL ORIGINAL” and two (2) exact copies of Technical Proposal labeled “RFP SNS SOFTWARE - TECHNICAL PROPOSAL COPY”. In the event of a discrepancy between the original Technical Proposal document and the copy, the original, signed document will take precedence.

One (1) original Cost Proposal paper document labeled “RFP SNS SOFTWARE - COST PROPOSAL ORIGINAL” and two (2) exact copies of the Cost Proposal labeled “RFP SNS SOFTWARE - COST PROPOSAL COPY”. In the event of a discrepancy between the original Cost Proposal document and the copy, the original, signed document will take precedence.

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

The Technical Proposal original document and copies must be placed in a sealed package that is clearly labeled “COMPANY NAME, RFP TECHNICAL PROPOSAL, and DATE/TIME OF OPENING”.

The Cost Proposal original document and copies must be placed in a separate, sealed package that is clearly labeled “COMPANY NAME, RFP COST PROPOSAL, and DATE/TIME OF OPENING”.

The separately sealed Technical and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled in the lower left hand corner of the envelope “RFP SNS SOFTWARE – TECHNICAL AND COST PROPOSAL”.

A proposer must ensure that the Procurement Manager receives a proposal in response to this RFP no later than the Proposal Deadline time and date designated on the front cover of the RFP. The proposal must be delivered to

City of Kingsport for its Kingsport City Schools
Procurement Manager
415 Broad Street
Kingsport, TN 37660
Proposal for School Nutrition Management Software

Proposal & Proposer Prohibitions

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

A proposal must not restrict the rights of the District or otherwise qualify the offer to deliver services as required by this RFP. If a proposal restricts the rights of the District or otherwise qualifies the offer to deliver services as required by this RFP, the District, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

A proposal must not propose alternate services (i.e., offer services different from those requested and required by this RFP). The District will consider a proposal of alternate services to be non-responsive and reject it.

A Cost Proposal must not result from any collusion between Proposers. The District will reject any Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the District will consider any such actions to be grounds for proposal rejection or contract termination.

A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect or subject to record. If the District determines that a Proposer has provided such incorrect information, the District will deem the Proposer's proposal non-responsive and reject it.

A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the District will deem all of the proposals non-responsive and reject them.

A Proposer must not submit a proposal as a prime proposer while also permitting one or more other Proposers to offer the Proposer as a sub-proposer in their own proposals. Such may result in the disqualification of all Proposers knowingly involved.

Proposal Errors & Revisions

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

Proposal Withdrawal

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

GENERAL CONTRACTING INFORMATION & REQUIREMENTS

RFP Cancellation

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

District Right of Rejection

Subject to applicable laws and regulations, the District reserves the right to reject, at its sole discretion, any and all proposals.

The District may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP.

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

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

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

All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."

Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.

This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the City.

Licensure

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

All technicians employed by the Proposer must be trained as described in this RFP. All appropriate certifications shall be required of any technician employed by the Proposer performing services.

Disclosure of Proposal Contents

Each proposal and all materials submitted to the District in response to this RFP become the property of the District. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents are open to public inspection in accordance with the Tennessee Open Records Act.

Contract Approval and Contract Payments

This RFP and its proposer selection processes do not obligate the District and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. District obligations shall commence only after the contract is fully executed, after the approval by the Board of Education and the Board of Mayor and Alderman as required by applicable laws and regulations. A purchase order will be issued once the agreement is signed by both parties.

No payment will be obligated or made until the relevant Contract is approved. All payments relating to this procurement will be made in accordance with the District Payment Terms and Conditions of the Contract resulting

from this.

Proposer Performance

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

Severability

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

PROPOSAL EVALUATION & CONTRACT AWARD

Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	30
Cost Proposal (Refer to RFP Attachment 6.3.)	50

Evaluation Process

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

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

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

The Director of School Nutrition will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A—Mandatory Requirements. If the Director of School Nutrition determines that a proposal may have failed to meet one (1) or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:

- the proposal adequately meets requirements for further evaluation;
- the Team will request clarifications or corrections; or,
- the Team will forward the RFP to the Assistant Procurement Manager, Schools, to determine the proposal non-responsive to the RFP and reject it.

Proposal Evaluation Team members will evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Sections B and Section C.

For each proposal evaluated, a designated team member will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

Before Cost Proposals are reviewed, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

Cost Proposal Evaluation. The Director of School Nutrition will review the Cost Proposal for evaluation of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

Total Proposal Score. The team designee will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.4., Proposal Score Summary Matrix).

Contract Award Process

The Director of School Nutrition will determine the apparent best-evaluated proposal. (To recommend a contract award to a Proposer other than the one receiving the highest evaluation process score, the Director of School Nutrition must provide written justification and obtain approval from the Assistant Procurement Manager.)

The Director of School Nutrition will submit the Proposal Evaluation Team determinations and proposal scores to the Assistant Procurement Manager for consideration along with any other relevant information that might be available and pertinent to contract award.

The School Nutrition Proposal Evaluation Team reserves the right to make an award without further discussion of any proposal.

The Assistant Procurement Manager will submit the request for approval of the recommended proposer to the next Board meeting.

ATTACHMENTS

The following pages are certifications as required by law. Each is to be reviewed, signed and completed as stated.

CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Sullivan County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972;
4. that to the best of its knowledge and belief that each proposer/bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
5. the Drug Free Workplace statement;
6. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
7. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
8. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as DA Amendment Act of 2008 (42 U.S.C. 12131-12189);
9. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
10. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
11. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
12. 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.
13. 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).
14. the condition that no amount shall be paid directly or indirectly to an employee or official of City of Kingsport or Kingsport City Schools as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subSuccessful proposer, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

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.

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

**City of Kingsport for its
Kingsport City Schools**

School Nutrition Program

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

The prospective participant / proposer certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

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

Organization Name

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

Signature

Date

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 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$25,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? ____ Yes ____ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

6. Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? ____ Yes ____ No

If you answered yes please state the name of the employee or board member

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____

Form (Rev. November 2017) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																			
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																			
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Part II Certification			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.			
Sign Here	<table style="width: 100%;"> <tr> <td style="width: 60%;"> Signature of U.S. person ▶ _____ </td> <td style="width: 40%;"> Date ▶ _____ </td> </tr> </table>	Signature of U.S. person ▶ _____	Date ▶ _____
Signature of U.S. person ▶ _____	Date ▶ _____		

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

VENDOR INFORMATION FORM

Company Name: _____

Address to mail Purchase _____

Orders/Bids/Quotes: _____

Email Address to email Purchase Order: _____

Phone Number: _____

Fax Number: _____

Address to send payments to: _____

Phone Number: _____

Fax Number: _____

Employer Identification #: _____

Social Security #: _____

Name as Shown On Social Security Card: _____

Are you incorporated? Yes _ ☐ _ No _ ☐ _

Are you an exempt Government Agency or Organization? Yes _ ☐ _ No _ ☐ _

Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? Yes ☐ No ☐

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? Yes ☐ No ☐

If you answered yes please state the name of the employee or board member

Please make sure to check the box on W-9 for Individual/Sole Proprietor, Corporation, Partnership, or Limited Liability Co.

Terms: _____

Does your company accept payment by Credit Card? Yes _ ☐ _ No _ ☐ _

List products and/or services your company can provide:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

The undersigned hereby declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

Contact Person and Title:

Phone Number:

Signature:

RFP ATTACHMENT 6.0.

Site Description	Address
John Adams Elementary	2727 Edinburgh Channel Rd. Kingsport TN 37664
Andrew Jackson Elementary	600 Jackson St. Kingsport TN 37660
Thomas Jefferson Elementary	2216 Westmoreland Ave. Kingsport TN 37664
Andrew Johnson Elementary	1001 Ormond Dr. Kingsport TN 37664.
Abraham Lincoln Elementary	1500 Woodland Ave. Kingsport TN 37664.
Theodore Roosevelt Elementary	1051 Lake St Kingsport TN 37660
George Washington Elementary	1100 Bellingham Dr. Kingsport TN 37660
Ross N. Robinson Middle School	1517 Jessee St. Kingsport TN 37664
John Sevier Middle School	1200 Wateree St. Kingsport TN 37660
Dobyns-Bennett High School	1 Tribe Way Kingsport TN 37664
Palmer Center	1609 Fort Henry Dr. Kingsport TN 37664

RFP PROPOSAL STATEMENT OF ASSURANCES

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

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

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

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

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

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

PROPOSER LEGAL ENTITY NAME: _____

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

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

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

SECTION B TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. On a separate page(s) the Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign up to the maximum score for each response to Section B—General Qualifications & Experience Items. The maximum points for this section are twenty (20).

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items	Maximum Points Awarded
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the District should contact regarding the proposal.	2
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).	1
	B.3.	Briefly describe how long the Proposer has been performing the services required by this RFP.	4
	B.4.	Furnish evidence of at least three (3) other school districts with at least ten (10) locations each, within the last two years for projects similar in scope/size to the service of this district sought under this RFP. School Nutrition Director's/Supervisor's names, telephone numbers, fax numbers and emails are required in order to check these references.	4
	B.5.	State whether or not the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent proposers, or sub-proposers, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.	2
	B.6.	State whether or not, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	1
	B.7.	State whether or not there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The District may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.	1
	B.8.	State whether or not your company has ever been sanctioned or found in violation (past, present, pending) of any local, state or federal environmental violations. If so, include an explanation providing relevant details.	2
	B.9.	Identify their regular business hours and service hours for the company's week. Provide contact names and phone numbers for School Nutrition personnel for technical support during normal working hours. This contact should be available at any time during the hours of 7:00 a.m. to 4:30 p.m. Eastern Time. Please provide a contact number for hours outside of the aforementioned times and on weekends.	3
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above) (maximum possible score = 20):			
District Use – Evaluator Identification:			
District Use – Contract Administrator Signature, Printed Name & Date:			

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

A Proposal Evaluation Team, made up of three (3) School Nutrition employees, will independently evaluate and score the proposal's response to each item. The maximum points for this section are thirty (30). Each evaluator will use the following whole number scale for scoring each item:

0 = no value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section C—Technical Qualifications, Experience & Approach Items	<i>District Use ONLY</i>
			Item Score
	C.1.	Describe the type of hardware that can support their software solution. Provide a list that includes all hardware and software specifications (OS, Database, etc.).	
	C.2.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP.	
	C.3.	Describe the lifecycle of the proposer's product including version control and any planned future releases.	
	C.4.	Describe the proposer's security policies and protocols to ensure that the District data would be protected; referred to these topics: breach of security, cyber-attacks, virus, back up procedures, user authentication, access logs, transfer processes, accessibility of audit trails.	
	C.5.	Provide a brief statement how the District will charge for front of house and back of house. The District anticipates that the implementation of the new software will be phased in. Do not include any actual pricing.	
	C.6.	Describe proposer's plan for training and technical support for district personnel and families. Please refer to methodology, availability, response time (support) and frequency (training).	
Total Score (maximum possible score = 30):			
<i>District Use – Evaluator Identification:</i>			
<i>Contract Administrator Signature, Printed Name & Date:</i>			

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Proposer shall list their Cost Proposal in the white columns below. It shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP. The Cost Proposal shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The District is under no obligation to request service from the Proposer in any specific dollar amounts or to request any service at all from the Proposer during any period of this Contract. KCS reserves the right to use existing staff to perform preventive maintenance and troubleshooting/repair as appropriate.

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

The first area addresses labor cost and issues. This section has a maximum points value of fifty. Please fill out Cost Proposal Form in the next pages.

CITY OF KINGPORT FOR KINGSPORT CITY SCHOOLS
SCHOOL NUTRITION PROGRAM
REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION
COST PROPOSAL FORM

PROPOSER SIGNATURE:			
PRINTED NAME & TITLE			
DATE:			
PROPOSER LEGAL ENTITY NAME:			
<p>Instructions: Proposers have the option of charging each module by site or lump sum. Additionally, Proposers may forgo individual module pricing and propose a lump sum yearly cost. Any lump sum pricing, either by module or by year, is made with the understanding that sites may be added or deleted without altering the price.</p> <p>If an item is included at no cost to the district, enter "\$0".</p> <p>If an item is not available, enter "unavailable". This may disqualify the Proposer if it is a system requirement outlined on pages 17-20.</p>			
Cost Item Description	Proposed per Site Cost	Projected Need	Total Proposed Cost

First Phase: Front of House

Point of Sale		40 POS Computers	
Student Eligibility Management		11 Sites	
Online Payment		11 Sites	
Free & Reduced		11 Sites	
Accountability		11 Sites	
Total Front of House Costs:			
Please explain if/how the FOH rate would be prorated for a May 2022 FOH implementation			

Second Phase: Back of House

Menu Planning & Nutritional Analysis		11 Sites	
Online Menu Boards		11 Sites	
Ordering		12 Sites	
Inventory		11 Sites (including 1 Warehouse)	
Production Records		11 Sites	
Reporting		11 Sites	

Total Back of House Costs:

--	--	--

TrainingCost per Day or Hour
(please specify)

Onsite training and travel expenses during implementation, if applicable	2-8 hr days during FOH implementation 2-8 hr days during BOH implementation	
Onsite training and travel expenses if needed after implementation.	4 hrs/year	
Online live training/support during implementation	70 hrs during implementation For FOH and BOH	
Online live training/support after implementation	10 hrs/year	
Online recorded training	Instructional videos for most or all of purchased modules	
Total Training/Support Costs:		

Additional Fees

Additional required fees not listed above (please explain)

Total Additional Fees:**Hardware Adjustment**

Is your software compatible with existing hardware?

YES

☐

NO

☐

If "NO", an additional cost of \$350 each will be added to the Year 1 price to account for the cost to replace all 35 pin pads.

	Total Proposer's Cost	Hardware Adjustment	Total Cost to the District
Year 1 (1 semester FOH)			
Year 2 (FOH and BOH)			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			

PROPOSAL SCORE SUMMARY MATRIX

	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 30)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 50)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						
Contract Administrator Signature, Printed Name & Date:						

SCHOOL NUTRITION MANAGEMENT SOFTWARE
SOLUTION
NO BID FORM

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not exclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Explanation: _____
- _____ 3. We do not feel we can be competitive.
- _____ 4. We do not sell the items/services on which Bids are requested.
- _____ 5. We wish to be removed from the Bidder's List.
- _____ 6. Other: _____

FIRM NAME/ SIGNATURE

DATE

EMAIL ADDRESS

EQUAL OPPORTUNITY / NON-DISCRIMINATION

City of Kingsport/Kingsport City Schools is an equal opportunity affirmative action employer.

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

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

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

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for
Civil Rights 1400 Independence Avenue,
SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS
SCHOOL NUTRITION PROGRAM REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION

Checklist

- ☐ Small Business and Minority Classification (Page 9)
- ☐ Bid Properly Signed/Dated (Page 11)
- ☐ Certificate of Compliance (Page 28)
- ☐ Certification – Debarment (Page 29)
- ☐ Certification – Lobbying (Page 30)
- ☐ Compliance Affidavit – Signed and Notarized (Page 31-32)
- ☐ Vendor Information Form and W-9 (Page 33-35)
- ☐ Technical Proposal (Pages 38-40)
- ☐ Cost Proposal (Pages 41-44)

CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS
SCHOOL NUTRITION PROGRAM
REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION

Software Requirement Checklist

System Information	YES	NO
The software must be cloud based and hosted by the vendor in a secured location, with redundant failover capabilities.		
All aspects of the software need to be accessible from any location with access to the internet.		
All data should be in a unified database, and changes are updated in real time between modules.		
Security permissions can be configured by user or by group for all components of the software.		
Maintain at least the current year plus three years prior for all data in the system with the ability to maintain the data longer in circumstances outlined in this RFP.		
Point of Sale		
Must be touch based without any need for a keyboard or mouse.		
Must support up to two pin pads per POS, for input of unique student identifier.		
Must continue operating even if an internet connection becomes unavailable, and seamlessly synchronize data upon restoration of the internet connection.		
All transactions need to have a detailed audit trail that can be viewed by users with appropriate access.		
Track allergies and dietary restrictions by student, and warn/prevent sales of items based on this information.		
Must be able to serve students from multiple schools through each POS terminal.		
Must support a school or principal account that can be used to make purchases or pay for student meals.		
Must have a sell by photo mode that allows the cashier to enter sales by viewing student photos.		
Must have the capability of contactless payments as well as debit/credit card purchases.		
Menu Planning		
Ability to track all district inventory items with nutritional information, serving sizes, USDA crediting information, allergens, and ordering information.		
Ability to build recipes with step by step instructions with rich text entry, including inventory items, HACCP, photos, notes, automatic scaling for users, multiple serving sizes, USDA crediting information, and allergens.		
Ability to calculate all costs associated with a recipe and nutritional contents for a recipe.		
Ability to construct menu cycles and calculate all costs and nutritional contents for the cycles based on projected production.		
System must be USDA approved for Menu Planning and Nutritional Analysis.		
Ability to copy menu plans and assign them to sites and dates as applicable.		
Production Records		
Production records need to be populated from scheduled menus that have been assigned to the site/date.		
Ability to print a production worksheet, production pull ticket, and finished production record that meets all Tennessee state requirements.		
Ability to modify scheduled production record at the site level, by adding/removing items and recipes, and updating served/prepared quantities.		
Ability to support an optional temperature probe.		
Scheduled or Preplanned production records need to update the online menu boards that parents have access to in real time.		
Ability to calculate all costs associated with production record based on actual production.		

Inventory & Ordering		YES	NO
Ability to maintain a perpetual (on-hand) inventory, and do at least a monthly physical inventory that reconciles these together.			
Ability for sites to submit orders, to consolidate orders centrally, and electronically transmit the orders to vendors.			
Ability to transfer inventory items between sites.			
Ability to track available commodity items, and automatically use commodity items when entering site orders.			
Ability to automatically generate orders based on planned production records and on-hand inventory.			
Ability for an item to be ordered from multiple vendors.			
Ability to create delivery schedules based on vendor and sites.			
Ability to setup custom storage locations by site.			
Ability to support an optional barcode scanner that be used for receiving.			
Ability to establish a warehouse site that supports inventory (perpetual and physical) and ordering (as a vendor and a receiving site).			
Student Management			
Ability to attach documentation to student records.			
Record a history of all student notifications.			
Record a history of all changes to student applications.			
Upon changing a student's eligibility status, all past meal purchases should be updated based on the eligibility date.			
Automatically extend grace benefits to CEP students who are transferring to non-cep sites.			
Free & Reduced			
Include online meal applications			
Provide access to online meal application inside the online portal			
Allow parents to fill out online applications even if they don't have an account in the system			
Must provide online meal applications in any language needed by the district			
Ability to display a customizable message when online applications are completed			
Ability to exclude foster, head start, migrant, homeless and runaway students from the automatic approval process			
Ability to exclude eligibility benefit types such as FDPIR and SNAP from the automatic approval process			
Ability to include custom questions on online meal applications			
Ability to create and track an unlimited number of online meal application statuses			
Must enforce data entry in required fields to ensure completed applications			
Must provide a unique alpha numeric code for every submitted application.			
Must email parents that unique code when completing an online application			
Ability to track notes on the application record			
Ability to add attachments on the application record.			
Eligibility letters to parents must be fully customizable			
Ability to print or email eligibility letters from the application record			
Keep a record of all notifications sent regarding that application			
Provide a read receipt for emails			
Each application must include a change history to track all changes made to application			
Ability to create custom statuses for online applications			
Ability to print paper copies of online applications			

FREE & REDUCED (continued)		YES	NO
System must detect and track duplicate meal applications			
System must support an upload of the district's direct certification file that automatically matches to enrolled student			
System must automatically extend benefits to household members based on direct certification import			
Extended benefits must be identified uniquely from direct certified eligibilities			
System must allow direct certification to be run as often as needed			
Ability to group schools for reimbursement reports			
All applications must be available in the system for a minimum of five years			
Free & Reduced Verification			
System must provide a streamlined process for handling verification			
Must provide the ability to manually select applications for verification			
Must provide the ability to select a specified number of applications at random			
Must have the ability to display a list of all selected applications, their current status in verification, their initial eligibility status, their final eligibility status and what type of application they completed.			
Must provide a count report that displays the number of total applications and the number selected per category			
Must allow printing and emailing of initial notification letters			
Must allow printing and emailing of warning letters			
Must allow printing and emailing of complete letters			
Must allow printing and emailing of failures to respond			
Must automatically generate and populate all necessary federal reports for verification			
Ability to exclude a school from the verification process			
Accountability			
Ability to accurately track all meal sales, and provide accurate claim information (counts and reimbursement), with CEP eligible sites and free & reduced sites.			
Ability to perform edit checks on meal counts by site with customizable attendance factors.			
Ability to export all financial, claim, and inventory data as needed.			
Support custom scheduled exports and imports.			
Reporting			
The system must continue to function normally while reports are being generated.			
Online Portal (Payments)			
Must be PCI compliant			
Allow parents to make payments via credit card or e-check. Fees need to be clearly disclosed to the parent, and no fees can be passed back to the district.			
Allow parents to view student accounts, including account balances and transactions, at no cost to the parent			
Allow parents to submit free and reduced applications			
Allow parents to view menu boards by school.			
Allow parents to view transactions in real time.			
Parents should have access to a free mobile app.			
Software provider must assume all liability for transactions made through the online portal.			
Software provider must provide support for parents using the online portal.			

ADDENDUM

Date: September 13, 2021

**The attached document will need to be included in
all proposals for School Nutrition Services
Software.**

Domestic Preferences for Procurements (Buy American)

We agree to provide materials as outlined in 2 CFR §200.322

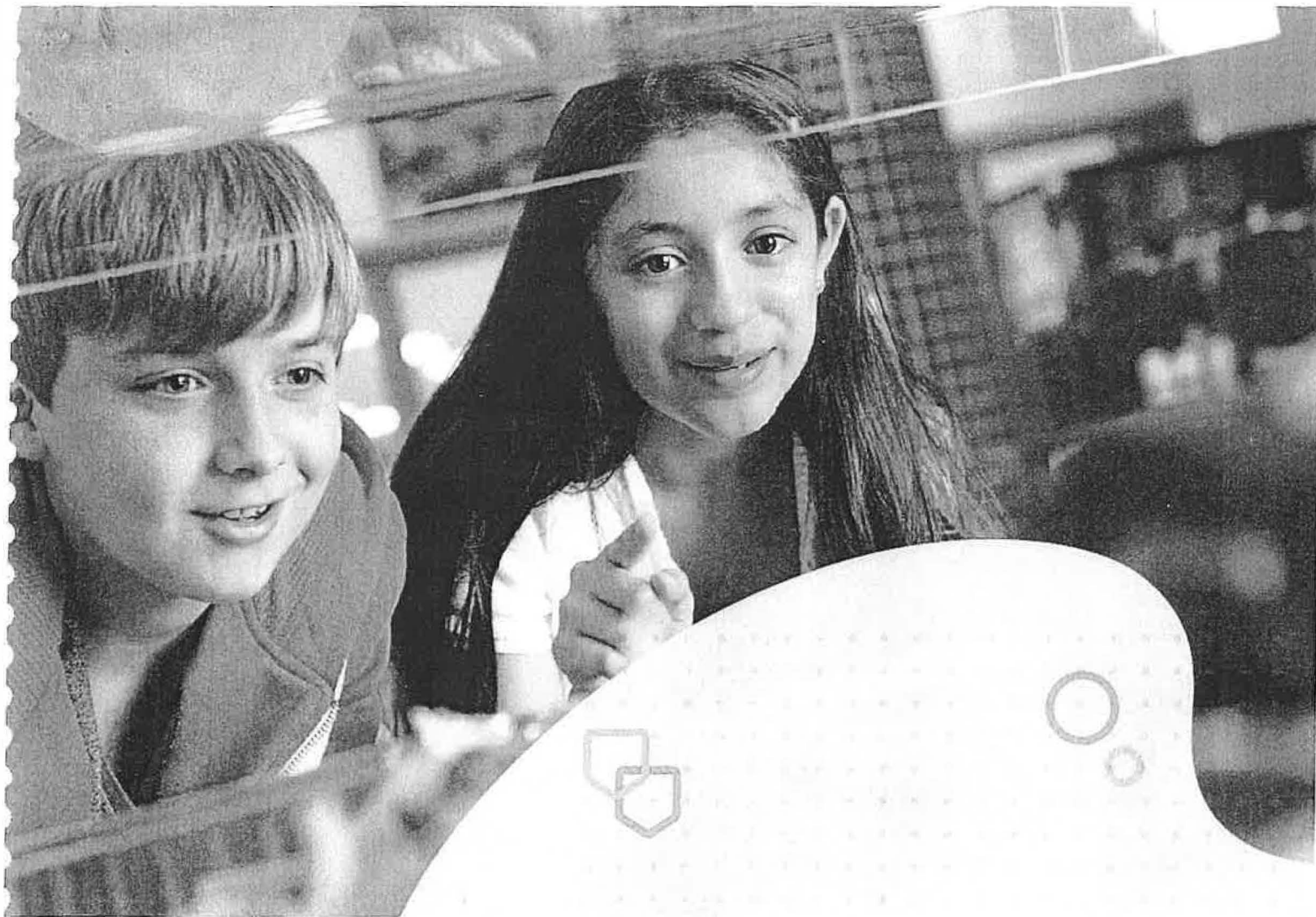
- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Organization Name

Name of Authorized Representative

Signature

Date



RFP RESPONSE – TECHNICAL PROPOSAL

CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION
DUE: SEPTEMBER 22, 2021 4:00 PM ET

LINQ

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EMS LINQ and the TITAN nutrition platform are Making Schools Stronger by bringing state-of-the-art efficiencies and providing real-time visibility to school foodservice operations. Our founders are school information technology veterans and nutritionists. We have created scalable and affordable, web-based management solutions to help districts and schools like yours succeed.

TITAN offers an entirely Software as a Service (SaaS) cloud-based platform. We perform all maintenance, upgrades, and backups allowing your team to focus on food preparation and child nutrition. We support enterprise browsers Google Chrome, Microsoft Edge, and Apple's Safari on all supported operating systems such as Windows, OS X, and Android. There is no software to install, maintain, or upgrade; ever.

LINQ delivers a next-generation user experience with TITAN, built entirely in HTML 5 that is pleasing to your staff. TITAN is a multi-tier application that scales effortlessly in real-time to support peak demand. By utilizing the latest browser-based technologies, we minimize network bandwidth, reduce user response times, and increase productivity.

All TITAN modules are fully integrated, and 100% cloud based:

- Application Processing (manual, online, & scanned)
- Point of Service (with disconnected serving)
- Central Kitchen
- Inventory (with mobile Scanning)
- Purchasing
- Accounts Receivable
- Accounts Payable
- General Ledger
- Menu Planning w/Nutritional Analysis (with our *exclusive* Nutritional Scanner)
- Temperature Capture
- Production
- Digital Menu Boards
- Vending
- Voice/Text Notification
- Online Pre-Ordering
- Student Connect App
- Curbside Pickup/Multiple Meals Serving

Moreover, your families are equipped with a modern mobile application and web portal for processing their online payments and applications.

We have thoroughly reviewed the RFP requirements and have provided all necessary information for the response. LINQ, in response to the City of Kingsport for Kingsport City Schools Request for Proposal for School Nutrition Management Software Solution, submits the attached information.

We look forward to earning your business!



Susan Sharp | Chief Operating Officer

EMS LINQ, Inc. | www.linq.com

susan@linq.com | 2528 Independence Blvd., Ste. 200, Wilmington, NC 28412

O: +1 910 795 1943 | C: +1 703 585 9640

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Acknowledgement of Amendments




**Domestic Preferences for Procurements
(Buy American)**

We agree to provide materials as outlined in 2 CFR §200.322

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EMSLINQ Inc.
Organization Name

Susan Sharp
Name of Authorized Representative


Signature

9/15/2021
Date

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Section A — Mandatory Requirement Items



RFP ATTACHMENT 6.2. — SECTION A

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

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

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

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Section B — General Qualifications & Experience



RFP ATTACHMENT 6.2. —

SECTION B TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. On a separate page(s) the Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign up to the maximum score for each response to Section B—General Qualifications & Experience Items. The maximum points for this section are twenty (20).

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items	Maximum Points Awarded
10	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the District should contact regarding the proposal.	2
10	B.2.	Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).	1
10	B.3.	Briefly describe how long the Proposer has been performing the services required by this RFP.	4
10	B.4.	Furnish evidence of at least three (3) other school districts with at least ten (10) locations each, within the last two years for projects similar in scope/size to the service of this district sought under this RFP. School Nutrition Director's/Supervisor's names, telephone numbers, fax numbers and emails are required in order to check these references.	4
11	B.5.	State whether or not the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent proposers, or sub-proposers, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nob contendere</i> to any felony. If so, include an explanation providing relevant details.	2
11	B.6.	State whether or not, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	1
12	B.7.	State whether or not there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The District may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.	1
12	B.8.	State whether or not your company has ever been sanctioned or found in violation (past, present, pending) of any local, state or federal environmental violations. If so, include an explanation providing relevant details.	2
12	B.9.	Identify their regular business hours and service hours for the company's week. Provide contact names and phone numbers for School Nutrition personnel for technical support during normal working hours. This contact should be available at any time during the hours of 7:00 a.m. to 4:30 p.m. Eastern Time. Please provide a contact number for hours outside of the aforementioned times and on weekends.	3
SCORE (for all Section B—Qualifications & Experience Items above) (maximum possible score = 20):			
District Use – Evaluator Identification:			
District Use – Contract Administrator Signature, Printed Name & Date:			



B.1. Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the District should contact regarding the proposal.

The EMS LINQ contact information for this proposal:

Gina Dillon
gina@linq.com
2528 Independence Blvd., Ste. 200
Wilmington, NC 28412
Phone: 910.795.4419
Fax: 910-799-5927

B.2. Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).

EMS LINQ, Inc. is a C-Corporation.

Headquarters:
2528 Independence Blvd., Ste. 200
Wilmington, NC 28412

B.3. Briefly describe how long the Proposer has been performing the services required by this RFP.

EMS LINQ began in 1989 and has focused only on servicing K-12 schools since day one. Through organic growth and acquisitions, we have expanded our operations from one (1) state to operating in all 50 states, serving over 3,000 school districts.

Since the launch of the TITAN platform in 2015, we have been exclusively focused on automating child nutrition department operations with our fully web-based nutrition platform. Fast forward to today, our TITAN software now serves students in 48 states with over 550 school districts from a single unified front of house and back of house solution.



- B.4. Furnish evidence of at least three (3) other school districts with at least ten (10) locations each, within the last two years for projects similar in scope/size to the service of this district sought under this RFP. School Nutrition Director's/Supervisor's names, telephone numbers, fax numbers and emails are required in order to check these references.**

Hamilton County -TN

Kristen Nauss
nauss_k@hcde.org
(423)498-7020

Bartlett City Schools- TN

Amy Tucker
atucker@bartlettschools.org
(901)202-0855

Robertson County Schools

Patsi Gregory
patsi.gregory@rcstn.net
(615)384-5588

- B.5. State whether or not the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent proposers, or sub-proposers, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled nolo contendere to any felony. If so, include an explanation providing relevant details.**

To EMS LINQ's knowledge, none of the LINQ's employees, agents, independent proposers, or sub-proposers, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled nolo contendere to any felony.

- B.6. State whether or not, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.**

EMS LINQ has not, in the last ten (10) years, filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.



- B.7. State whether or not there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The District may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.**

EMS LINQ is a financially sound company and there is no material, pending litigation against LINQ that we should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on LINQ's financial condition.

- B.8. State whether or not your company has ever been sanctioned or found in violation (past, present, pending) of any local, state or federal environmental violations. If so, include an explanation providing relevant details.**

EMS LINQ has never been sanctioned or found in violation (past, present, pending) of any local, state or federal environmental violations.

- B.9. Identify their regular business hours and service hours for the company's week. Provide contact names and phone numbers for School Nutrition personnel for technical support during normal working hours. This contact should be available at any time during the hours of 7:00 a.m. to 4:30 p.m. Eastern Time. Please provide a contact number for hours outside of the aforementioned times and on weekends.**

LINQ utilizes an integrated support platform. This allows authorized users to create tickets in any of three ways:

- **Platform**— When logged into Portal, authorized users can click on the menu in the top right-hand corner or quick “+” menu and choose Support Request. Users can supply details of their issue and will be contacted by a Customer Success Analyst to work directly with you on any assistance needed
- **Email**— Authorized users can email support@titank12.com. Users will receive an email confirmation that the ticket was received and their ticket identifier. A Customer Success Analyst will then contact you directly.
- **Phone**— Authorized users can call 844-467-4700, option 2 where they can select options including assistance for Family Support, System Down, or General Support. You will then be connected with a Customer Success Analyst who will begin working with you on your issue. Our telephone call center hours for standard support inquiries is 6 AM and 6 PM, Central Standard Time.



If the Customer Success Analyst is unable to resolve the issue, they will escalate the issue to either a Senior Application consultant or to development. LINQ utilizes a development ticket system. At all times, you will be able to monitor all ongoing support requests in the TITAN Portal. Once any development requests are completed you will be contacted by a Customer Success Analyst or Application Consultant letting you know the resolution and complete any training reviews needed.

Support Response Times and Tiers

Level 1: 30 minutes

Level 2: 3 hours

Level 3: 3 - 6 hours

Level 4: 6 - 8 hours

For Severity Level 1 issues, classified as production down and not associated with a standard maintenance window, LINQ provides 24/7 support to resolve the issue until system services have been restored. Kingsport may further inspect our Service Level Assurances agreement that is freely available on our website located here:

https://www.titank12.com/application/files/2316/1117/0655/TITAN_ServiceLevelAssurances_Jan52021.pdf

Unlike other nutrition vendors, LINQ further provides continuous status monitoring and proactive notification of issues on our status page, located here:

<https://status.titank12.com/>

We stand by our commitment to maintaining a 99.9% service availability. Our VP of Support, Peter Cardinale, pcardinale@linq.com, 916-467-4700 extension 731, and the Operations team proactively monitor issues to ensure continuity of services.

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Section C — Technical Qualifications, Experience & Approach



RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

A Proposal Evaluation Team, made up of three (3) School Nutrition employees, will independently evaluate and score the proposal's response to each item. The maximum points for this section are thirty (30). Each evaluator will use the following whole number scale for scoring each item:

0 = no value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section C—Technical Qualifications, Experience & Approach Items	District Use ONLY
			Item Score
16	C.1.	Describe the type of hardware that can support their software solution. Provide a list that includes all hardware and software specifications (OS, Database, etc.)	
16	C.2.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP.	
17	C.3.	Describe the lifecycle of the proposer's product including version control and any planned future releases.	
17	C.4.	Describe the proposer's security policies and protocols to ensure that the District data would be protected; referred to these topics: breach of security, cyber-attacks, virus, back up procedures, user authentication, access logs, transfer processes, accessibility of audit trails.	
19	C.5.	Provide a brief statement how the District will charge for front of house and back of house. The District anticipates that the implementation of the new software will be phased in. Do not include any actual pricing.	
19	C.6.	Describe proposer's plan for training and technical support for district personnel and families. Please refer to methodology, availability, response time (support) and frequency (training).	
Total Score (maximum possible score = 30):			
District Use – Evaluator Identification:			
Contract Administrator Signature, Printed Name & Date:			



C.1. Describe the type of hardware that can support their software solution. Provide a list that includes all hardware and software specifications (OS, Database, etc.).

Our TITAN software is completely agnostic when it comes to hardware. We offer a Software as a Service (SaaS) cloud-based platform. TITAN performs all maintenance, upgrades, and backups to be expected with an enterprise platform. We support Google Chrome, Microsoft Edge, and Apple's Safari on all supported operating systems such as Windows, OS X, and Android. Recommended operating systems and browsers will be the latest or ones or ones that are still supported by Microsoft and Apple. City of Kingsport for Kingsport City Schools will have no software to install, maintain, or upgrade; even at the point of service.

"TITAN has been with us every step of the way to ensure the program works and address any questions we have. As a result of their dedication, we now have a tool that helps us efficiently serve breakfast and lunch to our students every day."

- Andrew Mercado, Technology Director, Oro Grande School District

C.2. Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP.

LINQ is prepared to implement City of Kingsport for Kingsport City Schools with a rigorous project management approach built on PMI best practices. LINQ is not unaccustomed to successfully implementing large numbers of school districts on tight timelines. Our team successfully deployed 105 school districts in a single week without missing any serving sessions. We did this while further maintaining a 92% customer satisfaction rating.

Every TITAN customer is assigned a project lead and our implementation work plans are tracked through ClickUp. Schedules are maintained throughout the project and are visible to Kingsport City Schools to ensure project milestones are delivered on time.

Overall Performance

Since the launch of the TITAN platform in 2015, we have been exclusively focused on automating child nutrition department operations with our fully web-based nutrition platform. Fast forward to today, our TITAN software now serves students in 50 states with over 550 school districts from a single unified front of house and back of house solution. As documentary evidence of our ability to perform to Kingsport City School requirements, LINQ already delivers our service from a single codebase including:

- Provides service to more than 1,200 school districts.
- Serves more than 1.3 million meals per day.
- Has over 750,000 families.
- Operates in 50 states.
- Accommodates 28,068 serving lines simultaneously.
- Ensures an average response time of <80 MS.
- Manages 20+ terabytes of data.
- Writes all data in real-time locally for backup purposes in the event of local datacenter issues.
- Replicates all data in 5-minute increments to a remote data center as a warm failover environment.
- Guarantees a one-hour Recovery Time Objective and near real-time Recovery Point Objective.



"We can't say enough how much we appreciate this team. We are beyond impressed...it makes a difference working with employees who love where they work, they all take ownership, and are always happy to help. It is refreshing to work with a company like TITAN. I just wanted you to know."

- Laura Davis, Nutrition Services Supervisor, Center Joint Unified School District

C.3. Describe the lifecycle of the proposer's product including version control and any planned future releases.

At LINQ, we operate under an Agile development methodology specifically adopting Kanban practices. Kanban helps us to visualize the work in progress and quickly move from an idea to release. All engineering work is divided up among projects, epics, stories, and tasks.

TITAN is committed to maintaining its position as the leader in innovation, technology, and flexibility in the K-12 market. We provide a steady stream of updates to our users. We evaluate each individual request based on:

- State and federal compliance
- Number of districts impacted
- Alignment with the vision of our software
- Length of time to complete

All of our upgrades and enhancements to our base products are automatically delivered to all of our users. Our state of the art SaaS platform seamlessly delivers these updates without slow manual update procedures and are made available to all of our partner districts at no additional cost.

Our TITAN platform's technical direction is to continue to layer in additional modules and functionality in our industry-unique and zero footprint cloud service. This includes augmenting our existing capabilities with respect to Feed it Forward, Central Kitchen, Menu Planning, Accounting and Activity Based Fees, and Inventory. Since many of our future capabilities include patent-pending technology and strategic intellectual property, LINQ will provide this information only under a nondisclosure agreement. However, should LINQ be selected as the finalist for City of Kingsport for Kingsport City Schools, we will further provide additional visibility into our product roadmap including some of the new and industry-leading capabilities that we have planned for 2021.

C.4. Describe the proposer's security policies and protocols to ensure that the District data would be protected; referred to these topics: breach of security, cyber-attacks, virus, back up procedures, user authentication, access logs, transfer processes, accessibility of audit trails.

Security is a multidimensional issue that includes both physical data center security and application and database integrity. Data vulnerability and security issues can arise from unauthorized individuals gaining access to physical media, penetrating application data through social engineering, or simply leaving a system logged in and unattended. LINQ has multiple layers of security controls designed to counteract these vulnerabilities and is described further below.



Physical Security

All our TITAN datacenters are secured according to industry best practices. Our data center provider, Google Cloud Platform (GCP), provides data center physical security based on a layered security model, including safeguards like custom-designed electronic access cards, alarms, vehicle access barriers, perimeter fencing, metal detectors, and biometrics, and the data center floor features laser beam intrusion detection.

Data centers are further monitored 24/7 by high-resolution interior and exterior cameras that can detect and track intruders. Access logs, activity records, and camera footage are available in case an incident occurs. Data centers are also routinely patrolled by experienced security guards who have undergone rigorous background checks and training. As a person gets closer to the data center floor, security measures also increase. Access to the data center floor is only possible via a security corridor which implements multifactor access control using security badges and biometrics. Only approved employees with specific roles may enter at any time.

Hardware and Software

TITAN data centers house purpose-built servers and network equipment supplied by Google. Unlike commercially available hardware, TITAN's Google servers don't include unnecessary components such as video cards, chipsets, or peripheral connectors, which can introduce vulnerabilities. Production servers run a custom-designed operating system (OS) based on a stripped-down and hardened version of Linux. This homogeneous environment is maintained by proprietary software that continually monitors systems for binary modifications. If a modification is found that differs from the standard TITAN Google image, the system is automatically returned to its official state.

Network Security

From a network security perspective, only authorized services and protocols that meet security requirements can traverse the network; anything else is automatically dropped. Industry-standard firewalls and access control lists (ACLs) are used to enforce network segregation. All traffic is routed through custom GFE (Google Front End) servers to detect and stop malicious requests and Distributed Denial of Service (DDoS) attacks. Additionally, GFE servers are only allowed to communicate with a controlled list of servers internally; this "default deny" configuration prevents GFE servers from accessing unintended resources. Logs are routinely examined to reveal any exploitation of programming errors. Access to networked devices is restricted to authorized personnel.



TITAN Application Security

LINQ employs rigorous safeguards to ensure that its application and data are secure. To begin with, all TITAN data is encrypted both at rest (256-bit Advanced Encryption Standard) and in-transit. Additionally, LINQ conducts security and vulnerability scans of our application on a monthly cadence. This includes scanning for items, including but not limited to cross-site-scripting (XSS), Flash injection, mixed content (HTTP in HTTPS), and outdated/insecure libraries.

C.5. Provide a brief statement how the District will charge for front of house and back of house. The District anticipates that the implementation of the new software will be phased in. Do not include any actual pricing.

Front of House: Titan/LINQ charges per POS terminal used by the district and will include Student Management, (student transactional information, application processing, student allergens, etc) in that cost. If additional site are added during the RFP award there will be a per site cost for Student Management.

Back of House: Titan/LINQ charges per Site Site for Inventory and Ordering (referred to as Purchasing in Titan) Production records are charged per site and include Menu Planning/Nutritional Analysis

Menu Boards are charged per board.

Reporting is included with all modules, and no additional costs will be applied.

Titan/LINQ will provide FOH software at no cost through the 2022 calendar year and will charge for FOH training/implementation on July 1, 2022.

Titan/LINQ will provide BOH software as needed for phased in approach through the 2022 calendar year. We will invoice for Both BOH and FOH software in January 2023 including the BOH training. Subsequently, we will invoice every year for BOH and FOH software through the RFP Contract Period.

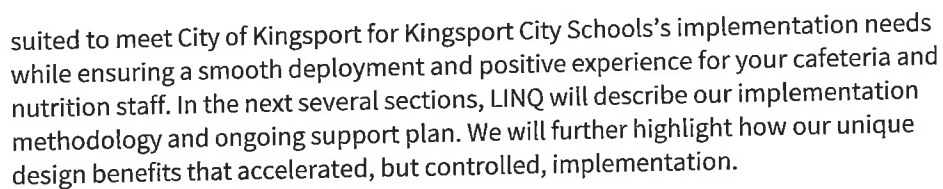
C.6. Describe proposer's plan for training and technical support for district personnel and families. Please refer to methodology, availability, response time (support) and frequency (training).

"They (TITAN) are very familiar with the countless procedures associated with Child Nutrition regulations."

- Alhambra School District

LINQ's proven implementation methodology, coupled with our next-generation web nutrition management platform that provides central control with local flexibility, is uniquely designed to accommodate the complex needs of City of Kingsport for Kingsport City Schools's multi-island and distributed school demographic. LINQ architected its nutrition management platform to enable districts like City of Kingsport for Kingsport City Schools to centrally configure district default settings including items like application management, family portal, warehouse, and cafeteria locations, meal plans, and POS device layouts centrally and in real-time facilitating implementation while reducing the need to visit or synchronize data locally at schools.

We believe that our innovative software design, coupled with our programmatic implementation methodology with a legacy of 100% customer satisfaction, is best



The key to successful implementation is in the initial project planning. LINQ will assign a dedicated Project Team Lead and Project Coordinator to refine City of Kingsport for Kingsport City Schools's initial project work plan and statement of work. Each element of the project plan is identified in our project management planning tool, ClickUp, with specified tasks, activity details, required files, and assignees. Our Project Coordinator will work in concert with the City of Kingsport for Kingsport City Schools project manager to ensure the on-time delivery of all tasks.

The ClickUp screenshot above shows the tasks associated with launching the Point of Service and Free and Reduced TITAN module. Each task is further broken down into subtasks.

In this screenshot, we show a task breakdown and the details including subtasks, required configuration documents and attachments, responsibilities and timelines, and any comments from implementation personnel.



Project Setup and Implementation

During the project setup and implementation phase, the LINQ Senior Application Consultants will work with City of Kingsport for Kingsport City Schools to configure each module and verify the desired process workflow. The project work plan governs the milestone deliverable dates and the Application Consultants are accountable for meeting timelines. The implementation tasks include at a high level:

- Setting up the District Configuration
- Configuring security access permissions and roles
- Configuring specific module configurations
- Localizing configurations to specific City of Kingsport for Kingsport City Schools schools, cafeterias, warehouses
- Verifying appropriate workflow and configuration
- Configuring reports

The screenshot below provides a typical example of one of the many dynamic configuration screens that City of Kingsport for Kingsport City Schools will be able to set to its configuration preferences.



Provides an example of the District general configuration screen.

Training

City of Kingsport for Kingsport City Schools will benefit from LINQ's comprehensive and tailored training program that is encapsulated in TITAN Academy, our Learning Management System (LMS). We believe that an effective training program includes pre-work, self-paced materials, classroom instruction, didactic learning, and just-in-time follow-up.

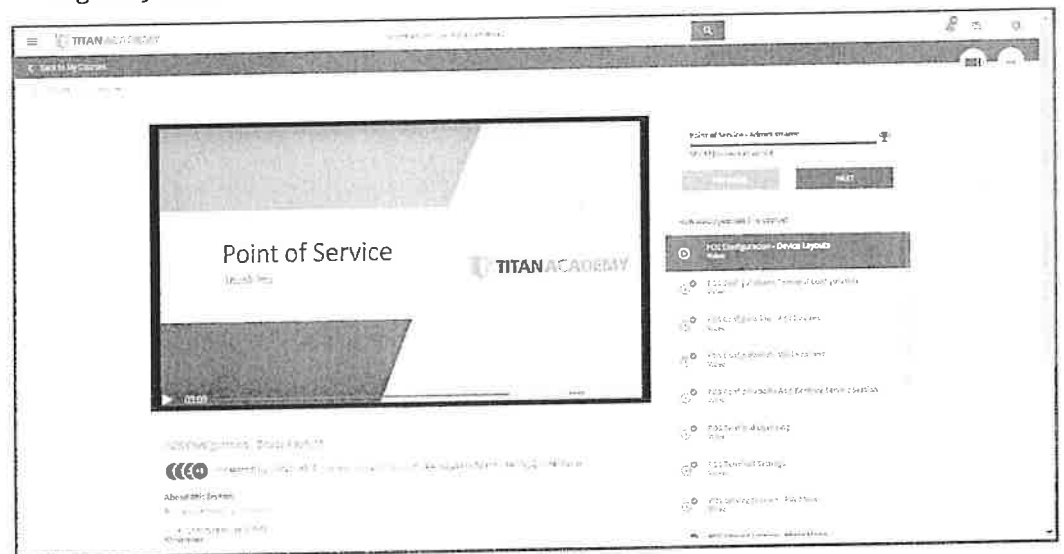
TITAN Academy further provides City of Kingsport for Kingsport City Schools with the added benefit of a complete library of online training videos that allows City of Kingsport for Kingsport City Schools Administrators, Managers, and Cashiers to learn TITAN functionality at their own pace via their computer or smartphone. Our extensive video library enables staff to learn materials in advance of instructor-led training sessions and the convenience of learning from their home location. Our users are better prepared and more readily able to transition to our platform given the variety of training materials and



modalities versus other commercial vendors that focus on a 'one size fits all' approach to training.

Our TITAN Academy provides City of Kingsport for Kingsport City Schools an in-depth training program that is composed of:

- Learning plans by City of Kingsport for Kingsport City Schools role
- Video-based training
- Instructor-led training
- Assignments
- Knowledge tests
- Certificate of course completion
- Professional credits
- Quick reference guides
- Instructional materials
- Embedded training mode (Cashiers, POS)
- Regularly scheduled follow-up webinars



The screenshot below provides an example of one of our TITAN Academy videos.

Post Implementation Plan and Ongoing Support

LINQ provides numerous avenues to City of Kingsport for Kingsport City Schools to receive the highest quality and prompt support post-implementation. This includes telephone support, online case submission, ongoing access to TITAN FAQs and training videos, regular webinars covering key topics, and additional training scheduled on an as-needed basis. LINQ's standard telephone support hours are 6 AM to 6 PM Central Time.

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Software Requirement Checklist



**CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS
SCHOOL NUTRITION PROGRAM REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION**

Checklist

- ☒ Small Business and Minority Classification (Page 9)
- ☒ Bid Properly Signed/Dated (Page 11)
- ☒ Certificate of Compliance (Page 28)
- ☒ Certification – Debarment (Page 29)
- ☒ Certification – Lobbying (Page 30)
- ☒ Compliance Affidavit – Signed and Notarized (Page 31-32)
- ☒ Vendor Information Form and W-9 (Page 33-35)
- ☒ Technical Proposal (Pages 38-40)
- ☒ Cost Proposal (Pages 41-44)



**CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS
SCHOOL NUTRITION PROGRAM
REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION**

Software Requirement Checklist

System Information

The software must be cloud based and hosted by the vendor in a secured location, with redundant failover capabilities.
All aspects of the software need to be accessible from any location with access to the internet.
All data should be in a unified database, and changes are updated in real time between modules.
Security permissions can be configured by user or by group for all components of the software.
Maintain at least the current year plus three years prior for all data in the system with the ability to maintain the data longer in circumstances outlined in this RFP.

YES	NO
Y	
Y	
Y	
Y	
Y	

Point of Sale

Must be touch based without any need for a keyboard or mouse.
Must support up to two pin pads per POS, for input of unique student identifier.
Must continue operating even if an internet connection becomes unavailable, and seamlessly synchronize data upon restoration of the internet connection.
All transactions need to have a detailed audit trail that can be viewed by users with appropriate access.
Track allergies and dietary restrictions by student, and warn/prevent sales of items based on this information.
Must be able to serve students from multiple schools through each POS terminal.
Must support a school or principal account that can be used to make purchases or pay for student meals.
Must have a sell by photo mode that allows the cashier to enter sales by viewing student photos.
Must have the capability of contactless payments as well as debit/credit card purchases.

Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	

Menu Planning

Ability to track all district inventory items with nutritional information, serving sizes, USDA crediting information, allergens, and ordering information.
Ability to build recipes with step by step instructions with rich text entry, including inventory items, HACCP, photos, notes, automatic scaling for users, multiple serving sizes, USDA crediting information, and allergens.
Ability to calculate all costs associated with a recipe and nutritional contents for a recipe.
Ability to construct menu cycles and calculate all costs and nutritional contents for the cycles based on projected production.
System must be USDA approved for Menu Planning and Nutritional Analysis.
Ability to copy menu plans and assign them to sites and dates as applicable.

Y	
Y	
Y	
Y	
Y	
Y	

Production Records

Production records need to be populated from scheduled menus that have been assigned to the site/date.
Ability to print a production worksheet, production pull ticket, and finished production record that meets all Tennessee state requirements.
Ability to modify scheduled production record at the site level, by adding/removing items and recipes, and updating served/prepared quantities.
Ability to support an optional temperature probe.
Scheduled or Preplanned production records need to update the online menu boards that parents have access to in real time.
Ability to calculate all costs associated with production record based on actual production.

Y	
Y	
Y	
Y	
Y	
Y	



Inventory & Ordering		YES	NO
Ability to maintain a perpetual (on-hand) inventory, and do at least a monthly physical inventory that reconciles these together.		Y	
Ability for sites to submit orders, to consolidate orders centrally, and electronically transmit the orders to vendors.		Y	
Ability to transfer inventory items between sites.		Y	
Ability to track available commodity items, and automatically use commodity items when entering site orders.		Y	
Ability to automatically generate orders based on planned production records and on-hand inventory.		Y	
Ability for an item to be ordered from multiple vendors.		Y	
Ability to create delivery schedules based on vendor and sites.		Y	
Ability to setup custom storage locations by site.		Y	
Ability to support an optional barcode scanner that be used for receiving.		Y	
Ability to establish a warehouse site that supports inventory (perpetual and physical) and ordering (as a vendor and a receiving site).		Y	
Student Management			
Ability to attach documentation to student records.		Y	
Record a history of all student notifications.		Y	
Record a history of all changes to student applications.		Y	
Upon changing a student's eligibility status, all past meal purchases should be updated based on the eligibility date.		Y	
Automatically extend grace benefits to CEP students who are transferring to non-cep sites.		Y	
Free & Reduced			
Include online meal applications		Y	
Provide access to online meal application inside the online portal		Y	
Allow parents to fill out online applications even if they don't have an account in the system		Y	
Must provide online meal applications in any language needed by the district		Y	
Ability to display a customizable message when online applications are completed		Y	
Ability to exclude foster, head start, migrant, homeless and runaway students from the automatic approval process		Y	
Ability to exclude eligibility benefit types such as FDIPIR and SNAP from the automatic approval process		Y	
Ability to include custom questions on online meal applications		Y	
Ability to create and track an unlimited number of online meal application statuses		Y	
Must enforce data entry in required fields to ensure completed applications		Y	
Must provide a unique alpha numeric code for every submitted application.		Y	
Must email parents that unique code when completing an online application		Y	
Ability to track notes on the application record		Y	
Ability to add attachments on the application record.		Y	
Eligibility letters to parents must be fully customizable		Y	
Ability to print or email eligibility letters from the application record		Y	
Keep a record of all notifications sent regarding that application		Y	
Provide a read receipt for emails		Y	
Each application must include a change history to track all changes made to application		Y	
Ability to create custom statuses for online applications		Y	
Ability to print paper copies of online applications		Y	

**FREE & REDUCED (continued)**

- System must detect and track duplicate meal applications
- System must support an upload of the district's direct certification file that automatically matches to enrolled student
- System must automatically extend benefits to household members based on direct certification import
- Extended benefits must be identified uniquely from direct certified eligibilities
- System must allow direct certification to be run as often as needed
- Ability to group schools for reimbursement reports
- All applications must be available in the system for a minimum of five years

YES	NO
Y	
Y	
Y	
Y	
Y	
Y	
Y	

Free & Reduced Verification

- System must provide a streamlined process for handling verification
- Must provide the ability to manually select applications for verification
- Must provide the ability to select a specified number of applications at random
- Must have the ability to display a list of all selected applications, their current status in verification, their initial eligibility status, their final eligibility status and what type of application they completed.
- Must provide a count report that displays the number of total applications and the number selected per category
- Must allow printing and emailing of initial notification letters
- Must allow printing and emailing of warning letters
- Must allow printing and emailing of complete letters
- Must allow printing and emailing of failures to respond
- Must automatically generate and populate all necessary federal reports for verification
- Ability to exclude a school from the verification process

Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	

Accountability

- Ability to accurately track all meal sales, and provide accurate claim information (counts and reimbursement), with CEP eligible sites and free & reduced sites.
- Ability to perform edit checks on meal counts by site with customizable attendance factors.
- Ability to export all financial, claim, and inventory data as needed.
- Support custom scheduled exports and imports.

Y	
Y	
Y	
Y	

Reporting

- The system must continue to function normally while reports are being generated.

Y	
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Online Portal (Payments)

- Must be PCI compliant
- Allow parents to make payments via credit card or e-check. Fees need to be clearly disclosed to the parent, and no fees can be passed back to the district.
- Allow parents to view student accounts, including account balances and transactions, at no cost to the parent
- Allow parents to submit free and reduced applications
- Allow parents to view menu boards by school.
- Allow parents to view transactions in real time.
- Parents should have access to a free mobile app.
- Software provider must assume all liability for transactions made through the online portal.
- Software provider must provide support for parents using the online portal.

Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Attachments



Certificate of Compliance

RFP ATTACHMENT 5.1.

CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Sullivan County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972;
4. that to the best of its knowledge and belief that each proposer/bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
5. the Drug Free Workplace statement;
6. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
7. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
8. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as DA Amendment Act of 2008 (42 U.S.C. 12131-12189);
9. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
10. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
11. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
12. 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.
13. 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).
14. the condition that no amount shall be paid directly or indirectly to an employee or official of City of Kingsport or Kingsport City Schools as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subSuccessful proposer, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

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.

Signed *Susan Sharp* Dated 9/15/2021
 Print Name Susan Sharp Email proposals@linq.com
 Company FMS LINQ, Inc Telephone No. 910-799-0121
 Address 2528 Independence Blvd., Ste. 200 Fax No. 910-799-5927
 City Wilmington State NC Zip 28412



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

RFP ATTACHMENT 5.2.

City of Kingsport for its
Kingsport City Schools

School Nutrition Program

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective participant / proposer certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

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

EMS LINQ, Inc.
Organization Name

Susan Sharp, Chief Operating Officer
Name(s) and Title(s) of Authorized Representative(s)


Signature

9/15/2021
Date



Certification Regarding Lobbying

RFP ATTACHMENT 5.3.

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 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$25,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

EMS LINQ, Inc., 2528 Independence Blvd., Ste. 200, Wilmington, NC 28412
Name/Address of Organization

Susan Sharp, Chief Operating Officer
Name/Title of Submitting Official

Susan Sharp
Signature

9/15/2021
Date



Compliance Affidavit

RFP ATTACHMENT 5.4.

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: EMS LINQ, Inc.

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? Yes ☒ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

N/A

6. Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? Yes ☒ No

If you answered yes please state the name of the employee or board member

N/A

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

30 | Page



9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED BY: _____

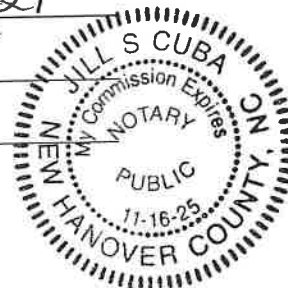
PRINTED NAME: Susan Sharp

TITLE: Chief Operating Officer

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: 9/20/21

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: 11/16/25





W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. EMS LINQ, INC.																																																				
2 Business name/disregarded entity name, if different from above																																																				
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																			
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate																																																			
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																			
	<input type="checkbox"/> Other (see instructions) ▶ _____																																																			
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																				
5 Address (number, street, and apt. or suite no.) See instructions. 2528 Independence Blvd. Suite 200		Requester's name and address (optional)																																																		
6 City, state, and ZIP code Wilmington, NC 28412																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
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8	2	-	4	1	2	7	7	8	9																																											
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here	Signature of U.S. person ▶ <i>Philip Pontius</i>	Date ▶ <i>1/20/2021</i>																																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																				

Cat. No. 10231X

Form W-9 (Rev. 10-2018)



Vendor Information Form

VENDOR INFORMATION FORM

Company Name:	<u>EMS LINQ, Inc.</u>		
Address to mail Purchase	<u>2528 Independence Blvd., Ste. 200</u>		
Orders/Bids/Quotes:	<u>Wilmington, NC 28412</u>		
Email Address to email Purchase Order:	<u>accounting@linq.com</u>		
Phone Number:	<u>910-799-0121</u>		
Fax Number:	<u>910-799-5927</u>		
Address to send payments to:	<u>PO Box 74500</u>		
	<u>Atlanta, GA 30374-5000</u>		
Phone Number:	<u>910-799-0121</u>		
Fax Number:	<u>910-799-5927</u>		
Employer Identification #:	<u>82-4127789</u>		
Social Security #:	<u>N/A</u>		
Name as Shown On Social Security Card:	<u>N/A</u>		
Are you incorporated?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Are you an exempt Government Agency or Organization?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member			
Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If you answered yes please state the name of the employee or board member			
Please make sure to check the box on W-9 for Individual/Sole Proprietor, Corporation, Partnership, or Limited Liability Co.			
Terms:	<u>Net 30</u>		
Does your company accept payment by Credit Card?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
List products and/or services your company can provide:			



Accounting
Finance and HR
TITAN Nutrition

State Child Nutrition
Payments
Registration, Websites

The undersigned hereby declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

Contact Person and Title:

Susan Sharp, Chief Operating Officer

Phone Number:

910-799-0121

Signature:

Susan Sharp

Accounting
Finance & HR
TITAN Nutrition
State Child Nutrition
Payments
Registration
Website

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

RFP Proposal Statement of Assurances



RFP Proposal Statement of Assurances

RFP ATTACHMENT 6.1.

RFP PROPOSAL STATEMENT OF ASSURANCES

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

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

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

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

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

SIGNATURE: _____

Susan Sharp

PRINTED NAME & TITLE: Susan Sharp, Chief Operating Officer

DATE: 9/15/2021

PROPOSER LEGAL ENTITY NAME: EMS LINQ, Inc.

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): 82-4127789

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Regulation Compliance



Regulation Compliance

2. If during the term of this contract, the Proposer changes any member of the initial staff presented in their proposal, that member must be replaced by a worker possessing competency and holding license to provide services. If it is determined by KCS that the Proposer does not have adequate qualified personnel to perform the requirements of the contract, City of Kingsport reserves the right to terminate the contract for default and award to the next most qualified proposer.

AUDIT PROCEDURE

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

RFP SOFTWARE PRESENTATION

This RFP may require the qualified proposers to conduct a virtual presentation. The proposer must meet the system requirements of this RFP. The District reserves the right to dismiss requests that do not meet specifications in this RFP. The District will not be liable for any cost incurred by the proposer in connection with such presentation. (i.e. travel, accommodations, etc.)

MATERIAL AVAILABILITY

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

FEDERAL TAX AND STATE SALES TAX

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

REGULATION COMPLIANCE

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



- F. Encouraging Small and Minority Owned Businesses 2 CFR 200.321 - To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.

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

- ☐ Minority Firms
- ☐ Women's Business Enterprise
- ☐ Labor Surplus Area Businesses
- ☐ Minority Owned Businesses
- ☒ Other C-Corp

EMS LINQ, Inc.
(Company Name)

- G. 2 CFR 200.319(c) Drafting of RFP Specifications - Requires that any person that develops or drafts specifications, requirements, statements of work, invitations RFP, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.
- H. 2 CFR 200.319(c) Local Geographical Preferences - Local geographical preferences shall be prohibited as specified in 2 CFR 200.319, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- I. Non-Collusion Affidavit - The form states the proposer agrees and understands the affidavit and is required to be signed.
- J. § 50-9-113, Drug-Free Workplace Affidavit - A form required to be signed to affirm company is compliance.
- K. Certification of Compliance with Tennessee Public Chapter #587 - Requires background checks for employees of proposers under certain situations
- L. Title VI of the Civil Rights Act of 1964 - No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- M. Title IX of the Education Amendments of 1972 - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student- to-student harassment.
- N. Buy American

This SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Note that products must be both produced and processed in the U.S.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after the time of the bid and during the contract period, it must be submitted in writing to Sandra Sloan, ssloan@k12k.com, Kingsport City Schools, 400 Clinchfield Street, Suite 200, Kingsport, Tennessee 37660, a minimum of fourteen (14) days in advance of delivery.



Failure to complete and sign the "Buy American Certification Form" and include it with the bid response will be considered a non-responsive bid.
If the bidder ships items that have not been approved by the School Nutrition Program during the contract period, the non-compliance will be addressed as a breach of contract.

DECLARATION/STATEMENT BY PROPOSER

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

EQUAL OPPORTUNITY / NON-DISCRIMINATION

Kingsport City Schools is an equal opportunity affirmative action employer.

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

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

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

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Proposer:

EMS LINQ, Inc. /

Luzan Shays
Company Name/Signature



RFP RESPONSE – COST PROPOSAL

CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION
DUE: SEPTEMBER 22, 2021 4:00 PM ET

LINQ

EMS LINQ and the TITAN nutrition platform are Making Schools Stronger by bringing state-of-the-art efficiencies and providing real-time visibility to school foodservice operations. Our founders are school information technology veterans and nutritionists. We have created scalable and affordable, web-based management solutions to help districts and schools like yours succeed.

TITAN offers an entirely Software as a Service (SaaS) cloud-based platform. We perform all maintenance, upgrades, and backups allowing your team to focus on food preparation and child nutrition. We support enterprise browsers Google Chrome, Microsoft Edge, and Apple's Safari on all supported operating systems such as Windows, OS X, and Android. There is no software to install, maintain, or upgrade; ever.

LINQ delivers a next-generation user experience with TITAN, built entirely in HTML 5 that is pleasing to your staff. TITAN is a multi-tier application that scales effortlessly in real-time to support peak demand. By utilizing the latest browser-based technologies, we minimize network bandwidth, reduce user response times, and increase productivity.

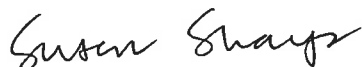
All TITAN modules are fully integrated, and 100% cloud based:

- Application Processing (manual, online, & scanned)
- Point of Service (with disconnected serving)
- Central Kitchen
- Inventory (with mobile Scanning)
- Purchasing
- Accounts Receivable
- Accounts Payable
- General Ledger
- Menu Planning w/Nutritional Analysis (with our *exclusive* Nutritional Scanner)
- Temperature Capture
- Production
- Digital Menu Boards
- Vending
- Voice/Text Notification
- Online Pre-Ordering
- Student Connect App
- Curbside Pickup/Multiple Meals Serving

Moreover, your families are equipped with a modern mobile application and web portal for processing their online payments and applications.

We have thoroughly reviewed the RFP requirements and have provided all necessary information for the response. LINQ, in response to the City of Kingsport for Kingsport City Schools Request for Proposal for School Nutrition Management Software Solution, submits the attached information.

We look forward to earning your business!



Chief Operating Officer

Susan Sharp |

EMS LINQ, Inc. | www.linq.com

susan@linq.com | 2528 Independence Blvd., Ste. 200, Wilmington, NC 28412

O: +1 910 795 1943 | C: +1 703 585 9640

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Cost Proposal



CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS
SCHOOL NUTRITION PROGRAM
REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION
COST PROPOSAL FORM

PROPOSER SIGNATURE:	<i>Susan Sharp</i>		
PRINTED NAME & TITLE	Susan Sharp, Chief Operating Officer		
DATE:	9/15/2021		
PROPOSER LEGAL ENTITY NAME:	EMS LINQ, Inc.		
<p>Instructions: Proposers have the option of charging each module by site or lump sum. Additionally, Proposers may forgo individual module pricing and propose a lump sum yearly cost. Any lump sum pricing, either by module or by year, is made with the understanding that sites may be added or deleted without altering the price.</p> <p>If an item is included at no cost to the district, enter "\$0".</p> <p>If an item is not available, enter "unavailable". This may disqualify the Proposer if it is a system requirement outlined on pages 17-20.</p>			
Cost Item Description	Proposed per Site Cost	Projected Need	Total Proposed Cost

First Phase: Front of House

Point of Sale	200	40 POS Computers	\$8000
Student Eligibility Management	Included with POS. Any additional school sites added during the RFP contract will be charged \$300 per site.	11 Sites	Included with POS. Any additional school sites added during the RFP contract will be charged \$300 per site.
Online Payment	Included in Student Eligibility	11 Sites	Included in Student Eligibility
Free & Reduced	Included in Student Eligibility	11 Sites	Included in Student Eligibility
Accountability	Included in all Modules	11 Sites	Included in all Modules
Total Front of House Costs:			\$8000
<p>Please explain if/how the FOH rate would be prorated for a May 2022 FOH implementation</p> <p>LINQ will provide the FOH and BOH software at no cost for the 2022 Calendar Year. LINQ will charge FOH training on July 1, 2022 and will include BOH training costs on the invoice in January, 2023. LINQ will subsequently invoice on January 1, 2023 for the full platform including training and then invoice each additional year of the RFP.</p>			

Second Phase: Back of House

Menu Planning & Nutritional Analysis	Included with Production Records	11 Sites	Included with Production Records
Online Menu Boards	\$200 per Board	11 Sites	\$2200
Ordering	Included in Inventory Module	12 Sites	Included in Inventory Module
Inventory	\$300 per site	11 Sites (including 1 Warehouse)	\$3600
Production Records	\$175 per site	11 Sites	\$1995
Reporting	Included in all Modules	11 Sites	Included in all Modules

**Total Back of House Costs:****\$7795****Training**Cost per Day or Hour
(please specify)

Onsite training and travel expenses during implementation, if applicable

\$1650/day FOH
\$1650/day BOH2-8 hr days during
FOH implementation
2-8 hr days during
BOH implementation**\$3300 FOH
\$3300 BOH**Note: Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed as incurred.

Onsite training and travel expenses if needed after implementation.

\$1650/day

4 hrs/year

\$1650

Online live training/support during implementation

\$125/hour

70 hrs during
implementation For
FOH and BOH

\$8750

Online live training/support after implementation

Included with Software

10 hrs/year

Included with Software

Online recorded training

Included with Software

Instructional videos for most
or all of purchased modules

Included with Software

Total Training/Support Costs:**\$17,000****Additional Fees**Additional required fees not listed
above (please explain)**Total Additional Fees:****Hardware
Adjustment**Is your software compatible with
existing hardware?

YES

NO

☐ YES
☒ NO *

*If the program code can be provided, then we can utilize your existing hardware

If "NO", an additional cost of \$350 each will be added to the Year 1 price to account for the cost to replace all 35 pin pads.

	Total Proposer's Cost	Hardware Adjustment	Total Cost to the District
Year 1 (1 semester FOH)	\$8,500 FOH training	\$12,250	\$20,750
Year 2 (FOH and BOH)	\$15,795 + \$8,500/BOH training		\$24,295
Year 3	\$15,795		\$15,795
Year 4	\$15,795		\$15,795
Year 5	\$15,795		\$15,795
Year 6	\$15,795		\$15,795
Year 7	\$15,795		\$15,795
Year 8	\$15,795		\$15,795
Year 9	\$15,795		\$15,795
Year 10	\$15,795		\$15,795