

**Solicitation of Bids**  
**Healthy Flavors, Inc.**  
**8416 Shelbyville Hwy**  
**Eagleville, TN 37060**

**Greenhouse Structure**

**BIDS ARE DUE on or before July 24, 2024 at 12:00 Noon CST,**  
*Bids received after the date and time may not be considered.*

**Addressed to:**  
**Healthy Flavors, Inc.**  
**Attn: Dan Spatz**  
**[dan.spatz@healthyflavors.net](mailto:dan.spatz@healthyflavors.net)**

**I. General Information & Requirements**

A. Solicitation. Healthy Flavors, Inc., is seeking bids for a greenhouse package (kit) that it will erect on its farm in Eagleville, Tennessee.

B. Scope. Healthy Flavors will receive federal grant dollars and provide private funds to procure and construct this facility, consisting of 20,160 square feet of new, environmentally controlled growing space.

The selected Provider will be required to provide drawings, specifications and installation instructions for the described facilities, along with the materials required to erect the greenhouse.

C. Selection Process. Healthy Flavors will choose the Provider based on procurement guidelines based on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200.

Healthy Flavors will perform an initial ranking of potential Providers based on the responses received to this Solicitation. Healthy Flavors may, at its option, request one or more potential Providers to submit additional information or to be interviewed during the selection process.

Once Healthy Flavors has obtained the information needed, it will rank potential Providers from highest to lowest based on the selection criteria set out in Section J below. Contract negotiations will begin with the first-ranked potential Provider, and if the parties are unable to agree upon mutually acceptable terms, Healthy Flavors will terminate negotiations and move to the second-ranked potential Provider. This process will be followed until an agreement is reached or all of potential Providers are rejected.

Healthy Flavors officers will have the final decision-making authority in selecting the approved Provider. Healthy Flavors reserves the right to terminate the selection process at any time, and to reject any and all Respondents.

D. Licensure/Compliance. Potential Providers should reveal any licensure or certifications required to provide greenhouse infrastructure, so that all materials and services required from

them may be delivered in accordance with applicable law. Potential Providers will also be checked for compliance with requirements of federal procurement, including verification on [www.sam.gov](http://www.sam.gov) that they have not been debarred from doing business with the federal government.

E. Inquiries and Contact Person. Healthy Flavors will try to answer inquiries concerning this Solicitation but shall not be obligated to do so. Firms who attempt to personally influence any employee, agent or officer of Healthy Flavors may be automatically disqualified from the selection process. If a potential Provider believes the scope of services is unclear, or has a question regarding this RFQ, then the potential Provider may make a written inquiry by email to Dan Spatz at [dan.spatz@healthyflavors.net](mailto:dan.spatz@healthyflavors.net) Answers will be delivered by email.

**The final date for written questions and inquiries is Friday, July 19, 2024 at 12:00 Noon CST.**

F. Waiver of Formalities. Healthy Flavors reserves the right to reschedule, extend, or cancel this Solicitation at any time. Healthy Flavors reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this Solicitation, and may consider submissions not made in compliance with this Solicitation if it elects to do so, to the extent permitted by law, although Healthy Flavors will have no obligation for such consideration.

G. Terms of the Solicitation. Potential Providers should read and understand all terms and conditions contained in this Solicitation, and any addenda issued in connection with this Solicitation.

H. No Reimbursement for Costs. Potential Providers responding to this Solicitation acknowledge and accept that Healthy Flavors will not reimburse them for any costs incurred by the potential Providers or their agents in responding to this Solicitation or otherwise participating in this selection process.

I. Submission of Responses. Healthy Flavors will receive responses, consisting of the formal proposal (bid) and required documents per this Solicitation, **on or before July 24, 2024 at 12:00 Noon CST via email: [dan.spatz@healthyflavors.net](mailto:dan.spatz@healthyflavors.net)**

Healthy Flavors is not obligated to review responses received after the specified deadline.

J. Evaluation Methodology

1. Criteria for Evaluation. Healthy Flavors will identify the Provider that it believes to be the most highly qualified to perform the required services in accordance with federal law, including 2 C.F.R. 200.317–200.318, as applicable, based on the following criteria and the information submitted by potential Providers, pursuant to Article II below:

a) Cost for provision of the proposed solution - greenhouse design and materials **50 points**

- b) Lead time from conclusion of contract to delivery of the greenhouse package (kit) **40 points**
- c) Other proposed terms and conditions, qualifications or features and benefits of the package, including payment terms **10 points**

2. Acceptance of Evaluation Methodology. By submitting its Response to this Solicitation, each Respondent accepts the evaluation process and acknowledges and accepts that determination of the “most highly qualified” firm will require subjective judgments by Healthy Flavors.

K. Contract. The selected Provider will enter into a contract based on negotiations which set out the scope, agreed-upon fees and other performance criteria, which might be proposed or emerge through the negotiation process.

## **II. Submission Requirements for Responses**

Respondents’ bids should consist of (1) detailed description and specifications for the proposed greenhouse package; (2) the accompanying information described in Section A below; and (3) proposed contract, with proposed fees stated in a fixed price terms.

A. Bid documentation should contain the following information:

1. State the business name, principal business address and telephone and fax numbers of potential Provider;
2. the name of the individual representing potential Provider with regard to this Solicitation, and that person’s title, phone number and email address;
3. any pertinent qualifications, certifications, terms of assurance or warranties offered;
4. A written response to the following questions:
  - i) Disclosure Statement - has your firm, or any principals or professionals of your firm been suspended, debarred, or involved in a dispute with an owner involving mediation, arbitration and/or litigation, or an investigation by a professional board arising in connect with a design or contract or in connection with services performed?
  - ii) If the answer to (i) is “Yes”, provide a detailed explanation of the events, the basis for the dispute or complaint, and the resolution.
5. Concurrence to sign an appendix to your proposed contract with the terms and conditions pertinent to federal procurement requirements, as outlined in Attachment B of this Solicitation document.

## **III. Bid Format**

All submittals must be in electronic document format, per standard bid or quotation formats used by your company, as long as they cover the points requested by this Solicitation. Each potential Provider should submit one original Response, signed by a duly authorized representative of the potential Provider.

#### **IV. Communication**

All communications regarding this RFQ must be directed to Dan Spatz at Healthy Flavors, unless the question or inquiry is directed to another party by Mr. Spatz. Respondents who attempt any contacts outside this prescribed process may be automatically disqualified at the sole discretion of Healthy Flavors.

The deadline for submitting any written questions will be Friday, July 19, 2024 at 12:00 Noon CST. Healthy Flavors will determine at their sole discretion whether communications warrant a response, which shall be in writing. No questions submitted after the written question deadline will be responded to by staff.

#### **SCHEDULE OUTLINE:**

Solicitation Issued	July 8, 2024, on or about
Solicitation Question Deadline	July 19, 2024 at 12:00 Noon CST
Bid Submission Deadline	July 24, 2024 at 12:00 Noon CST
Committee Review and Evaluation	July 25, 2024, on or about

Notification regarding award --- will be via email to the awarded Provider. Respondents not awarded this business also will be notified by email.

#### **V. Additional Information/Interview**

Healthy Flavors may require additional information from one or more of potential Providers, who agree to promptly provide the principals with additional information reasonably requested by the principals in connection with this Solicitation.

**IN SUBMITTING A RESPONSE TO THIS SOLICITATION, RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST HEALTHY FLAVORS OR ANY OF THEIR EMPLOYEES, OFFICERS, OFFICIALS, AGENTS, AND REPRESENTATIVES IN CONNECTION WITH OR ARISING OUT OF THIS SOLICITATION, INCLUDING, THE ADMINISTRATION OF THE SOLICITATION, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A RESPONSE CONSTITUTES THE ACCEPTANCE BY RESPONDENTS OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS SOLICITATION.**

**Responders should be aware that all proposals will be reviewed for compliance with 2 C.F.R. § 200.323 (Cost/Price Analysis) and Healthy Flavors will comply with general standards set forth in 2 C.F.R. § 200.318 and, more specifically, with the provisions of 2 C.F.R. 200.318 – 200.328 as applicable.**

ATTACHMENT A

**Specifications for New Greenhouse for Healthy Flavors Inc**

- Dimensions: 7-bay, gutter connected greenhouse with bays measuring 96 feet x 30 feet.
  - Height: 14 feet from floor to gutter.
  - Flooring/Foundation: will be a concrete floor with columns bolted into concrete footers poured below the slab.
  - Roof and end walls: polycarbonate.
  - Minimum snow/wind load ratings: 30 pounds snow load / 105 mph wind load
- 9
- Features:
    - 7 bays with ridge ventilation
    - motorized shade cloth in all bays
    - tilt wall ventilation on one end; 2 wall fans per bay
    - HAF fans based on supplier recommendation
    - any structural provisions or accommodation for subsequent installation of lights in the greenhouse (lights / electrical not included in the package)

## ATTACHMENT B

### **Appendix – to be added to final purchase contract**

#### Healthy Flavors, Inc. – American Rescue Plan Act (ARPA) Contract Addendum

**Notice:** The contract or purchase order to which this addendum is attached is made using federal assistance provided to Healthy Flavors through the Tennessee Department of Agriculture by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of Healthy Flavors for this purchase funded in part with federal funds.

**1. Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

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

(C) This certification is a material representation of fact relied upon by Healthy Flavors. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to Healthy Flavors, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**2. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**3. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**4. Buy USA - Domestic Preference for certain procurements using federal funds.** Contractor 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 subawards including all contracts and purchase orders for work or products under this award. 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.

\_\_\_\_\_ Signature of Contractor’s authorized official

\_\_\_\_\_ (Print name of person signing above)

\_\_\_\_\_ (Print title of person signing above)

Date: \_\_\_\_\_