

INVITATION TO BID

GENERAL CONDITIONS

GROCERY ITEMS AND BEVERAGES BID for CITY OF KINGSPORT SCHOOL NUTRITION SERVICES PROGRAM

GENERAL

Attached are instructions and conditions for submitting a Grocery Items and Beverage Bid for the City of Kingsport School Nutrition Services Program.

The objective of this bidding effort is to select a supplier in such a manner as to provide for open and free competition and comparability. This is a firm fixed price bid to be awarded by total bottom line.

BID PERIOD

The bid period begins March 16, 2020 and ends April 7, 2020.

All questions regarding this bid must be emailed to Michelle Ramey at vramey@k12k.com no later than March 25, 2020. Answers to questions will be addressed in an Addendum and posted on the City of Kingsport Procurement webpage by April 1, 2020 at 4pm.

Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on/or before April 7th at 4:00 pm EST. Faxed bid documents will NOT be accepted. All bids will be considered for award or rejection at a later date.

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

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

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

- Inadequate or unacceptable product lines
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate truck fleets to handle predicted volume of goods
- Inadequate sanitation
- Documented unacceptable product
- Bid specifications and/or bid conditions not met

BID AWARD

The City of Kingsport Procurement Manager will receive sealed bids until 4p.m. Eastern Time, April 07, 2020 and at that time publicly opened in the Council Room, City Hall located at 225 W. Center St., Kingsport, TN. Bids will also be examined for compliance with specifications and conditions outlined in the bid document. All bids will be considered for award or rejection at a later date.

Consideration will be given to all bids properly submitted. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The intent of this invitation to bid is to select one primary supplier for all of the items requested in this bid for one (1) year with the option to renew all aspects of the contract resulting from this bid one year at a time for an additional three (3) years based on a firm fixed price. The contract will be awarded in writing to the responsive and responsible compliant bidder whose bid is the lowest cost for the system by total bottom line. It is the intent of the City of Kingsport for its School Nutrition Services Program to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the City of Kingsport School Nutrition Programs. Regardless of the procurement method used, price is the most weighted factor for awarding the contract.

The City of Kingsport reserves the right to accept or reject any or all bids. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Michelle Ramey, Assistant Procurement Manager for Kingsport City Schools no later than 10 working days after the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution are as follows:

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

CONTRACT PERIOD AND RENEWAL

The contract period begins March 1, 2019 and ends February 29, 2020.

The City of Kingsport for its School Nutrition Services Program reserves the right to renew all aspects of the contract resulting from this bid one year at a time for an additional three (3) years based on a firm fixed price. The City of Kingsport for its School Nutrition Services Program reserves the right to add/or delete products during the contract period. Pricing for added items shall be based on the same pricing formula as was used to develop the pricing for the original bid. The City of Kingsport for its School Nutrition Services Program will notify the contractor of their intention to renew this contract no later than December 1. A written response will be due from the contractor no later than January 1.

If the effective dates of this proposal extend beyond June 30 of the current fiscal year, it shall be understood that purchases in the next fiscal year are conditional on the receipt of federal and/or state funds. In the event of the discontinuance or a decrease in federal and/or state funds, the City of Kingsport for its School Nutrition Services reserves the right to change the item identifications, decrease items and/or delete items.

BID FORM PREPARATION

Each bidder should bid on all items listed in the bid document spreadsheet. The total bottom line cost will be determined by multiplying each item bid price times the estimated usage figure and adding the extended dollar figures. In the event a vendor fails to quote a price on an item, the highest price for that item from all bids received will be inserted to calculate the bottom line price. Bidders should enter alternate product information on the line below the original item. Vendors are required to complete each column for each item as designated on the spread sheet. Price per case/pack size is also required on the spread sheet. Formulas are embedded in the spread sheet to extend prices per unit of measure, case amount per bid quantity and provide a bottom line total sum calculation.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. For new/never used item's estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase.

All columns of the bid document must be completed in ink or typewritten. If an item is not a meat/meat alternative or a grain product, N/A may be placed in those designated column spaces. The bottom line total (sum of extended prices) will be calculated automatically and any variation must be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be

crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid. **In order for bidders bid to be considered prices MUST be entered on the form (spreadsheet) included in this bid package.** Also bidder MUST complete the electronic version of the spreadsheet and provide this form on a CD and include with the bid. To receive your electronic version of the excel spreadsheet please email vramey@k12k.com and it will be emailed to you. In the event of a discrepancy between the paper bid form and the electronic bid form, the paper form shall prevail.

Mathematical calculations involving decimals must be carried to two (2) places. For the expanded bid tabulations, when different items, brands, or cases are bid, the bid tabulation will be based on equivalent serving sizes and not a per case pricing tabulation. In the case of a bottom line price tie, the top ten highest price items (with extended price) for each vendor will be compared for selection.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall at once request clarification from Michelle Ramey, Assistant Procurement Manager, Kingsport City Schools by email at vramey@k12k.com.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted prior to the bid opening deadline shown above to the City of Kingsport. Item cost must include delivery to schools.

DATA SHEETS / NUTRITION FACT LABELS

All food products offered on this bid MUST be documented with a Nutrition Facts Label, an ingredient statement and/or a CN label or Product Formulation Statement on manufacturer's letterhead. This documentation MUST demonstrate how the product contributes to the meal pattern requirements and provide calories, saturated fat, trans fat, and sodium contribution per serving. This documentation will clarify product serving sizes where Meat/Meat alternative per serving and Whole Grain ounce equivalent per serving data entry is required on the bid document spread sheet for applicable items.

Product data sheets/labels must be in paper form and MUST be included with the bid. USB Flash Drive may be provided but will not be accepted in lieu of a paper copy.

SAMPLES

Vendors may be required to submit samples of the items bid. Samples may be requested by the Supervisor of School Nutrition Services to help determine if items that were bid are "EQUAL" to the product item requested.

BID INSTRUCTIONS

The Bid Form documents (pricing spreadsheet), product data sheets/labels, any additional required information as requested, Bid Certification, Debarment/Suspension Certification Statement, Certificate of Lobbying, Compliance Affidavit (non-collusion, background check, conflict of interest) and Buy American waiver form MUST be filled out and signed where appropriate and included with the Bid. All original forms must be signed by a person with authority to bind the bid. The original bid and one electronic copy saved on Memory Drive, MUST be sealed in an envelope that is labeled according to the directions stated below.

Mark Bid As Follows: **ITB: GROCERY AND BEVERAGE BID FOR CITY OF KINGSFORT SCHOOL NUTRITION SERVICES**

ATTENTION: PROCUREMENT MANAGER, CITY OF KINGSFORT

The bid must then be mailed or delivered to the following address:

Mail Sealed Bid to: **225 West Center Street
Kingsport, TN 37660**

ORDERS

All orders will be placed with a company representative or electronically by the City of Kingsport School Nutrition Services Program on a weekly basis. If site visits are conducted to retrieve food orders an appointment time will be set which is mutually agreeable and convenient for each party. Pre-numbered purchase orders with firm fixed prices will be used after the formal bidding process. Ordering made via vendor-requested electronic transmittals, MUST be toll free to all the cafeteria sites.

DELIVERY

- A required delivery schedule follows:
(All Addresses are Kingsport, TN)
 - **Wednesdays (Starting at 6:00am and must delivery before 12pm)**
 - Ross N Robinson Middle School
1517 Jessee Street
 - John Sevier Middle School
1200 Watree Street
 - George Washington Elementary School
1100 Bellingham Drive
 - Theodore Roosevelt Elementary School
1051 lake Street
 - John F Kennedy Elementary School
1500 Woodland Avenue
 - Andrew Jackson Elementary School
600 Jackson Street
 - John Adams Elementary School
2727 Edinburgh Channes Road

○ **Thursdays (Starting at 6:00am and must delivery before 12pm)**

- Dobyns Bennett High School
1800 Legion Drive
 - Andrew Johnson Elementary School
1001 Ormond Drive
 - Thomas Jefferson Elementary School
2216 Westmorland Avenue
 - Abraham Lincoln Elementary School
1000 Summer Street
- Exceptions to this time frame must be pre-approved on a case by case basis by Supervisor of School Nutrition Services.
 - Products must be delivered inside the cafeteria/food preparation area. The manager or designee will check the items delivered against the requisition/purchase order and invoice at the time of delivery with both the manager or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods.
 - All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged, stale, or out of date, at no charge.
 - If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness. The Board of Mayor and Aldermen, the Board of Education, and the City of Kingsport and its employees will not be held responsible.
 - Each School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
 - Delivery schedules will be altered to meet holiday and inclement weather schedules. Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the Supervisor of School Nutrition Services and the successful contractor. The calendar for the school year can be supplied upon request.
 - Adjustments for inclement weather, national or local emergencies will include each school utilizing any product delivered prior to the school closing. The system will notify the vendor as soon as possible about necessary delivery delays.
 - No "minimum delivery" orders will be allowed.
 - If an item was originally bid, "special order requests" will not be allowed.
 - Orders not delivered on the specified date and timeframe MUST be delivered on the next business day.
 - Late orders may be subject to charges for employee overtime.
 - All substitutions must be pre-approved by the Supervisor of School Nutrition Services, or designee.
 - Each School Nutrition Program reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition, and suitable for hauling of all items.
 - Each carrier shall furnish a Certificate of Insurance issued by an insurance company showing that the City of Kingsport School Nutrition Services Program will be protected from loss or damage to property of third persons or to the carrier's own property, loss or damage to the City Kingsport School Nutrition Services Program Commodities, and injury or death to third persons or carrier's employees. Carrier will assume full liability of all shipments.

- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.

PRICE ADJUSTMENTS

The bid prices contained in your initial bid submission are considered "firm" from July 1 to June 30 contract period. On or before March 1st, vendor must submit to the Assistant Procurement Manager via email a list of items that, because of market conditions, should be adjusted upward or downward to reflect those market conditions at that time. Items that have experienced a change in verifiable market conditions either upward or downward will only be considered for a price adjustment to take effect at the beginning of the new contract period beginning July 1.

The City of Kingsport requires appropriate documentation to support the requested price adjustment be available for audit by City of Kingsport or their designee (verifiable resources for documentation would be original supplier/distributor invoices or use of Consumer Price Index).

All revised prices must be approved, and included with renewed contract before taking effect.

VENDOR PERFORMANCE

If the Vendor 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, the City of Kingsport may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

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

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

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

BREACH

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

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

ACTIONS IN EVENT OF A BREACH

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

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the City of Kingsport determines that the Vendor has cured the breach, shall not be paid to the Vendor until the Vendor has cured the breach;
3. Set off against any obligation the City of Kingsport may owe to the Vendor any damages the City of Kingsport suffers by reason of any event of breach;
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

CONTRACT TERMINATION FOR CAUSE

If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the City of Kingsport 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 City of Kingsport, the City of Kingsport shall have the option of awarding the contract to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

The City of Kingsport, may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the City of Kingsport. The City of Kingsport must give notice of termination to the Vendor at least 30 days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the City of Kingsport be liable to the Contractor for compensation for any service which has not been rendered or product that has not been provided. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

INVOICES AND STATEMENTS

All monthly statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH. Three (3) invoices must be furnished to each school at the time of delivery (a copy each for the driver, the school, and central office). Invoices must be signed by the cafeteria manager or designee; show purchase order number, quantity, and price of each item delivered and total amount of the order. **Unsigned invoices will not be paid.** If an item must be returned or is rejected, the invoice must be signed by the manager or designee and the person delivering.

At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to School Nutrition Services, 400 Clinchfield St., Suite 200 Kingsport, TN 37660.

PAYMENTS

Invoices will be balanced with the statement and processed for payment based upon firm, fixed bid pricing. If incorrect pricing is sent on invoices, corrections will be made before payment. Statement must include any credits issued during the month. All schools serviced under this contract are tax exempt. City of Kingsport School Nutrition Services will make every effort to pay all invoices by the tenth working day of the following month. Any monetary penalties assigned to the School Nutrition Program based on late payment as issued by the vendor MUST be paid by non-school nutrition funds. Vendors must pursue penalty collection from the local board of education funds.

RECALL

Vendors must have a procedure in place to trace purchases and deliveries so the product source can be identified during product recalls. In the event of a recall, the vendor must contact Jennifer Walker, School Nutrition Program Supervisor at 423-378-2106 and/ or Nancy Marshall, Field Supervisor at 423-378-2107, immediately whether or not the School Nutrition Program received the recalled product.

If the School Nutrition Program received the product, the vendor will make appropriate arrangements for pickup from each location that received the recalled product. The vendor will maintain communications with the School Nutrition Program personnel regarding arrangements and will provide any related information concerning the product recall to the School Nutrition Program. Vendors and the School System will follow DOE/ FDA/ USDA Guidelines on proper handling and disposal of all recalled products. Vendor will provide contact information and a copy of their food recall procedure with the bid documents.

BUY AMERICAN REQUIREMENT

The “Buy American Requirement” requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note this rule applies to “Private Labels” as well as other labels. The legislation defines “domestic commodity or product” as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. The City of Kingsport for its School Nutrition Services Program requests that vendors denote on their bid document products that do not meet this requirement by putting an asterisk to the left of the item number on the bid document and listing the item with the vendor item name and code, country of origin, and reason why Buy American is not possible on the Buy American Waiver. **If new products are added to order list that are not processed or produced in the United States, a new Buy American Waiver must be submitted to the Supervisor of School Nutrition Services for acceptance of the product.**

REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- It is the intent of the City of Kingsport School Nutrition Program to provide maximum practicable opportunities in its solicitations to minority firms, women’s business enterprise and labor surplus area firms as outlined in 2 CFR 200.321.
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- Bidders must comply with the “Buy American” provision as outlined in Policy Memorandum 210. 21-14.
- The successful vendor shall be required to conduct criminal background checks on all individuals who may come on school property as required by T.C.A § 49-5-413(d)
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

RECORDS

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

REPORTS

Contractors shall be required to submit product usage reports as requested by the Supervisor or designee of School Nutrition Program.

Based on the request from the Supervisor of School Nutrition Program, these reports shall be submitted for total quantity delivered either by school site or combined system total.

NUTRITION COMPLIANCE

Products with Low-fat and Low-Sodium nutrition claims are preferred when available.

Food products and ingredients used to prepare schools meals must contain zero grams of trans fat (less than 0.5 grams) per serving. Documentation for food products and food ingredients must indicate zero grams of trans fat per serving. The Nutrition Facts Panel must indicate zero trans fat.

Effective July 1, 2014, all grain products must meet the whole grain-rich criteria for the school meal programs and contain 100 percent whole grain or a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50 percent is whole grain. The remaining 50 percent or less of grains, if any, must be enriched.

Ready-to-Eat (RTE) breakfast cereals must list a whole grain as the primary ingredient **and** the cereal must be fortified. RTE cereals that are made from 100 percent whole grains are not required to be fortified. If the product includes enriched ingredients, or if the product itself is enriched, the ingredients or the product must meet the Food and Drug Administration's standards of identify for enrichment (21 CFR Section 137).

USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

Nutrition Standards for Foods

Any food sold in schools must:

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

Foods must also meet several nutrient requirements:

- Calorie limits:
 - Snack items: ≤ 200 calories
 - Entrée items: ≤ 350 calories
- Sodium limits:
 - Snack items: ≤ 230 mg**
 - Entrée items: ≤ 480 mg
- Fat limits:
 - Total fat: ≤35% of calories
 - Saturated fat: < 10% of calories
 - Trans fat: zero grams
- Sugar limit:
 - ≤ 35% of weight from total sugars in foods

*On July 1, 2016, foods may not qualify using the 10% DV criteria.

**On July 1, 2016, snack items must contain ≤ 200 mg sodium per item

Current/applicable regulations for grains used in the School Breakfast Program (SBP) and National School Lunch Program (NSLP) can be found at <http://www.fns.usda.gov/cnd/Governance/Policy-Memos/2012/SP30-2012os.pdf>. As regulations change, additional information is available at www.fns.usda.gov/cnd. All SNP operators are required to follow regulations in place at time of purchase. As those regulations change, there may be a need to revise product requirements. This City of Kingsport School Nutrition Services reserves the right to delete or add products to comply with regulations.

CODE OF CONDUCT

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

- 1) No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - a. The employee, officer or agent
 - b. Any member of the immediate family
 - c. His or her partner
 - d. An organization which employs or is about to employ one of the above.

- 2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

- 3) Penalties for violation of the code of conduct of named School Nutrition Program should be:
 - a. Reprimand by Board of Education;
 - b. Dismissal by Board of Education;
 - c. Any legal action necessary.

HACCP REQUIREMENTS

The School Nutrition Program expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the School Nutrition Program may require documentation verifying that a written HACCP plan is followed.

REQUIRED FORMS

Any included forms must be signed and returned as part of the bid package to the City of Kingsport. Any absent or incomplete forms may result in the rejection of the bid.

USDA NONDISCRIMINATION STATEMENT

SNAP and FDPIR State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

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, religious creed, disability, age, political beliefs, 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.

USDA NONDISCRIMINATION STATEMENT (CONTINUED)

For all other FNS nutrition assistance programs, State or local agencies, and their sub-recipients, must post the following Nondiscrimination Statement:

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:

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Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

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Joint Application Form (HHS)

This institution is prohibited from discriminating on the basis of race, color, national origin, disability, age, sex and in some cases religion or political beliefs.

The U.S. Department of Agriculture also prohibits discrimination based on race, color, national origin, sex, religious creed, disability, age, political beliefs 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.

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- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov

For any other information dealing with Supplemental Nutrition Assistance Program (SNAP) issues, persons should either contact the USDA SNAP Hotline Number at (800) 221-5689, which is also in Spanish or call the [State Information/Hotline Numbers](#) (click the link for a listing of hotline numbers by State); found online at: http://www.fns.usda.gov/snap/contact_info/hotlines.htm.

To file a complaint of discrimination regarding a program receiving Federal financial assistance through the U.S. Department of Health and Human Services (HHS), write: HHS Director, Office for Civil Rights, Room 515-F, 200 Independence Avenue, S.W., Washington, D.C. 20201 or call (202) 619-0403 (voice) or (800) 537-7697 (TTY).

This institution is an equal opportunity provider.

Sample
CONTRACT

This Contract, made and entered into on this the 1st day of July 2020, by and between the CITY OF KINGSPORT, TENNESSEE, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Tennessee, with situs in Sullivan County, Tennessee, hereinafter referred to as the City, party of the first part, and SUPPLIER NAME, hereinafter referred to as the Contractor, party of the second part.

WITNESSETH:

WHEREAS, the City has taken all steps required by law for the purchase of certain commodities, to-wit:

GROCERY ITEMS AND BEVERAGES FOR THE CITY OF KINGSPORT SCHOOL NUTRITION PROGRAM AS STATED IN BID DOCUMENTS –

all in a proper manner as set forth herein; and has advertised, requested and received bids, as required by law, which bids, being sealed, were opened on the 7th day of April 2020; and the City accepted the proposal or bid of the Contractor herein, all of which is set forth in the minutes of said meeting, to which reference is here made.

NOW, THEREFORE, in consideration of the promises, and for the further considerations hereinafter mentioned, this contract is hereby mutually understood and agreed to by and between the parties hereto for themselves, their personal representatives, successors and/or assigns.

SECTION 1. SCOPE OF THE CONTRACT. The party of the second part shall furnish all the materials and will perform all the work as provided by the following enumerated specifications and documents, which are attached hereto and made a part hereof, as it is fully copied and contained herein:

1. Bids Wanted as published in the "Kingsport Times-News" on March 15, 2020.
2. Specifications on file in the office of the City Manager and previously sent to the Contractor.

The party of the second part shall defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to person or property arising out of the performance of this Contract, caused by the acts or omissions of the Contractor, its agents, employees or sub-contractors, excepting bodily injury or property damage caused by the sole negligence of the City of Kingsport, its agents or employees.

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from July 1, 2020 to June 30, 2021. The Contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments up to three (3) additional providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period. This Agreement shall terminate at the end of the contract year, June 30, 2021. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by

School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of ___ DOLLARS AND NO CENTS (\$____) is a not-to-exceed cost, based upon the estimated number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of ___ DOLLARS AND NO CENTS (\$____) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

SECTION 4. METHOD OF PAYMENT. Accounts will close on the last school day of each month. Statements should be forwarded to the office no later than the third working day after closing the month. The vendor will furnish a monthly recap of all purchased items as they are listed on the purchase order by the third working day after closing the month. The vendor will furnish a yearly recap of all purchased items by the third working day after orders have ended for the school. The contractor will provide credit memos monthly no later than the third working day after closing the month.

Invoicing: All invoices and statements will be sent to Kingsport City School Nutrition Services, 400 Clinchfield Street, Suite 200, Kingsport, Tennessee 37660.

SECTION 5. INSURANCE. The Contractor aforesaid shall at all times keep in full force and effect, during the life of this Contract, Worker's Compensation Insurance in accordance with Title 50, Tennessee Code Annotated and all Amendatory Acts thereto, covering all of the employees during the progress of said performance of Contract, and to furnish the City satisfactory evidence that he has in full force and effect such insurance on all of his employees used in the execution and carrying out the work under this Contract. Also, the Contractor shall have comprehensive general public liability insurance in amounts acceptable to the City. The Contractor will furnish comprehensive automobile liability insurance and furnish the City with certificates of insurance or policies and maintain the insurance in such form as shall be satisfactory to the City. The Contractor shall obtain and maintain owners liability insurance specifically naming City as the insured to defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to persons, including death, or property damage arising out of the performance of the Contract caused in any way by the acts or omissions of the Contractor or the Contractor's agents, employees, or sub-contractors during or in connection with the Contract performance, excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport, its agents or employee.

SECTION 6. SERVICE LEVEL. The contractor shall fill all original orders at a monthly average of 97% or above on the scheduled delivery day. The remaining 3% shall be delivered within 24 hours of the scheduled delivery day.

Reports: Monthly and Year-to-Date utilization reports shall be issued to the City of Kingsport school district monthly. These reports shall be submitted for total quantity delivered per item in terms of bid units per school delivery point and a combined district total.

Records: All contractors are required to keep records for three years after the City of Kingsport makes final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United State Department of Agriculture, or Comptroller General may review any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts.

Delivery Time and Place: Deliveries shall be required to the following sites.

The Contractor is required to provide the names of the drivers and finalize plans for the year within two weeks of contract award for first orders for delivery on or before July 31, 2020.

- A required delivery schedule follows:
(All Addresses are Kingsport, TN)
 - Wednesday **(Start at 6:00am and all must be delivered before 12:00pm)**
 - Ross N Robinson Middle School
1517 Jessee Street
 - John Sevier Middle School
1200 Watree Street
 - George Washington Elementary School
1100 Bellingham Drive
 - Theodore Roosevelt Elementary School
1051 lake Street
 - John F Kennedy Elementary School
1500 Woodland Avenue
 - Andrew Jackson Elementary School
600 Jackson Street
 - John Adams Elementary School
2727 Edinburgh Channes Road
 - Thursdays **(Start at 6:00am and all must be delivered before 12:00pm)**
 - Dobyons Bennett High School
1800 Legion Drive
 - Andrew Johnson Elementary School
1001 Ormond Drive
 - Thomas Jefferson Elementary School
2216 Westmorland Avenue
 - Abraham Lincoln Elementary School
1000 Summer Street
- **Emergency or Holiday Exceptions to these time frames must be pre-approved on a case by case basis by the Supervisor of School Nutrition Services.**

We reserve the right to refuse deliveries that are delivered late or do not meet specifications. The delivery must be documented with a legible invoice with the correct bid price, quantity and extension. The manager or their designee must sign all invoices at the time of delivery. Unsigned invoices will NOT be paid. It is requested that the successful bidder provide duplicate order forms for the convenience of both parties. The successful bidder is required to provide

clean, mobile racks and bread trays for proper storage at each school.

No substitutions of delivery days or times can be made without prior approval of the Supervisor of School Nutrition Services Program. Delivery schedules will be altered to meet holiday and snow day schedules. They will be made FOB destination to each school. Stock is to be placed adjacent to the appropriate storage area as designated by the Cafeteria Manager or their designee.

If applicable, deliveries must be made in mechanically refrigerated truck maintaining an appropriate temperature for the items being shipped (below freezing for frozen goods, 40 degrees F and below for other refrigerated perishables, etc.) and according to HACCAP (Hazard Analysis and Critical Control Points). The City of Kingsport reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition suitable for the transport of food items, supplies, etc.

To assist drivers and authorize school to expedite receiver accuracy of quantities of each item, brand, and code numbers of each item and condition of merchandise, the invoice will list foods and beverages in order as pulled from truck and placed in the warehouse for delivery verification. Each delivery ticket will be rendered in duplicate and shall be signed by a designated school receiver. No invoice will be paid without designated school receiver or designee's signature. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver. The contractor shall be required to issue credits for errors not detected at the time of delivery.

Special or intermediate deliveries will be required if a contractor fails to deliver a product on a regularly scheduled delivery and/or in emergency situations when meal counts are higher than projected.

Drivers shall wear company uniforms and/or I.D. badges.

- A. If a contractor is unable to deliver a prior approved substitute product, the City of Kingsport School System shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The supplier shall be responsible and liable for the difference in the cost between the amount paid for the substituted product and the amount which would have been paid had the product been delivered. The supplier shall not be entitled to complain that the substitute product could have been purchased at a lower price.
- B. Delivering brands that are not pre-approved may be reason for rejection of the product, termination of the contract, and shall be considered non-delivery of product.

Fiscal Funding: If the effective dates of this proposal extend beyond June 30 of the current fiscal year, it shall be understood that purchases in the next fiscal year are conditional on the receipt of federal and/or state funds. In the event of the discontinuance or a decrease in federal and/or state funds, the City of Kingsport School System reserves the right to change the item identifications, decrease the quantities, and/or delete items.

SECTION 7. TERMINATION OF CONTRACT. Failure on the part of the City of Kingsport School System, or the contractor, to comply with the provisions of this contract may result in contract termination.

- Each party shall follow the procedure outlined below, if a contract is to be terminated: Step 1 - Issue warning letter and outline violations and length of time to correct the problem.
Step 2 - Issue letter of Intent to Cancel Contract, if problem is not resolved by given date.
Step 3 - Issue letter to cancel contract.

SECTION 8. BUYER CONTRACT RELATIONSHIP. Under arrangements of this contract, a contractor is in essence "hired" as a buyer for the City of Kingsport School System. In this respect, it is the contractor's responsibility to maintain the best interest of the City of Kingsport School System with respect to the following:

- A. Interface with packers on problems relating to product pack and quality.
- B. Make purchases of specified items at the lowest price, including freight.
- C. Maintain a constant search for substitute items which offer better values.
- D. Promote the introduction of new items, either by packer or distributor representatives.
- E. Organize and conduct clinics for City of Kingsport Supervisor of School Nutrition and/or cafeteria managers, conducted by packer representatives on item usage and preparation.

SECTION 9. STANDARD CONTRACT CONDITIONS.

- A. This contract shall be governed in all respects - as to validity, construction, capacity, performance, or otherwise - by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.
- B. Contractors providing service herewith, assures the City of Kingsport school district that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- C. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor Regulations (41 CFR Part 60).
- D. State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall not be included in prices.
- E. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap.
- F. The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The City of Kingsport, its authorized agents, and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- G. Contractor shall comply with all applicable standards, order, or requirements issued under Section 306 of the Clear Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.
- H. Contractor must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

SECTION 10. PRODUCT REQUIREMENTS.

1. Item Identification (ID): The item identifications (descriptions) listed herein are not specifications. Product identifications are limited to requirements which can be verified on delivery or information essential for communication between contractor and City of Kingsport School System. For example, "U.S." Grades are generally not specified unless there is a grade shield on the container or the product is accompanied by an inspection certificate. The use of pre-approved brands makes it unnecessary to utilize detailed specifications.
2. Product Protection Guarantees: School Districts/ Systems have "automatic" product protection recourse against suppliers for products which are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
3. Import Products: Products which are canned or packed outside of the United States will not be accepted. Please note this rule applies to "Private Labels" as well as other labels. The intent of the City of Kingsport School System is to follow the Buy America Provisions of PL100-237. The contractor agrees to abide by the Buy American Provision of the William F. Goodling Nutrition Reauthorization Act of 1998. Policy memoranda 210.21-14 and 220.17-01.
4. Quality and Yield Assurance: A quality and yield assurance letter from the manufacturer must be received by the City of Kingsport Supervisor of School Nutrition stating the guarantee that their product meets the required quality and yield specifications. The CN Label Information is to be included.

For all canned and frozen fruits and vegetables the successful bidder agrees to provide the manufacturer's label codes for USDA quality grades.

The City of Kingsport Supervisor of School Nutrition retains the right to check compliance on any item. A sample of the product will be shipped to an USDA Acceptance Laboratory for verification of the USDA quality grade. Compliance for yield will be made by the City of Kingsport Director of School Nutrition and/or managers on a random basis.

If the analysis indicates that the product meets the USDA quality grade and/or yield specifications, the City of Kingsport Supervisor of School Nutrition will bear the cost of the analysis. If the analysis indicates that the product does not meet the USDA quality grade and/or yield specified, the following penalties will be administered as a minimum:

- a. The Contractor will bear the cost of the analysis.
 - b. The Contractor will replace the entire product for all schools within the system for the delivery period without cost even though part of the product had to be or was used. The replacement product must meet the USDA quality grade and yield specifications. The remainder of the rejected product must be picked up without cost to the City of Kingsport School System.
5. Samples: In order to evaluate a new product, the new product will be provided at the expense of the Contractor. The first sample should be presented to the City of Kingsport Supervisor of School Nutrition. If the product is feasible for use in the program, samples may be requested for City of Kingsport School Nutrition Managers

and supervisors to evaluate. Samples will be available (upon request) for a student panel evaluation of a product at designated school locations.

If requested, samples must be furnished within 24 hours. For all additional items submitted must also have a Nutrition Facts Label, and ingredient statement, and/or a CN label or Products Formulation Statement on Manufacturer's letterhead. This documentation MUST demonstrate how the product contributes to the meal pattern requirements and provide calories, saturated fat, trans fat, and sodium contribution per serving.

6. Approved Brands: The "Approved Brand" space on the product lists indicates one of the following:
 - A. Product identification is in itself sufficient, in the case of certain generic items such as pork chops. The words "packer label" may appear in the approved brands column and the contractor may bid any label.
 - B. The Contractor shall supply the appropriate label for grade specified for canned and frozen fruits and vegetables. The potential contractor shall supply 1st Quality Label only.
 - C. Items not covered by instructions 4-A or 4-B above will have manufacturer's name and product number under "brands". Potential contractors may propose only those products which are pre-approved. This instruction most frequently applies to meat items. In some instances where "private label" is normally bid, the potential contractor will choose to offer a quote on a national brand, in these instances, the national brand must be pre-approved.
 - D. The successful contractor shall notify the City of Kingsport school district when a brand change is appropriate. The successful contractor shall obtain the best price when a brand change is submitted for approval.

7. Item Substitutions/Changes:

The School District reserves the right to make brand changes at any point during the contract for the following reasons to include, but not limited to, decrease in sales, quality control issues, customer complaints, or additions of approved brands. When requesting a brand change, the Child Nutrition Department shall ask the distributor to submit pricing on other approved brands.

8. Nutrition Compliance

- A. Products with Low-fat and Low-sodium nutrition claims are preferred when available.
- B. Food products and ingredients used to prepare schools meals must contain zero grams of trans fat (less than 0.5 grams) per serving. Documentation for food products and food ingredients must indicate zero grams of trans fat per serving. The Nutrition Facts Panel must indicate zero trans fat.
- C. Effective July 1, 2014, all grain products must meet the whole grain-rich criteria for the school meal programs and contain 100 percent whole grain or a blend of whole-

grain meal and/or flour and enriched meal and/or flour of which at least 50 percent is whole grain. The remaining 50 percent or less of grains, if any, must be enriched.

D. Ready-to-Eat (RTE) breakfast cereals must list a whole grain as the primary ingredient and the cereal must be fortified. RTE cereals that are made from 100 percent whole grains are not required to be fortified. If the product includes enriched ingredients, or if the product itself is enriched, the ingredients or the product must meet the Food and Drug Administration's standards of identify for enrichment (21 CFR Section 137).

E. USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

F. Nutrition Standards for Foods

Any food sold in schools must:

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

G. Foods must also meet several nutrient requirements:

- Calorie limits: ◦ Snack items: ≤ 200 calories
 ◦ Entrée items: ≤ 350 calories
- Sodium limits: ◦ Snack items: ≤ 230 mg**
 ◦ Entrée items: ≤ 480 mg
- Fat limits: ◦ Total fat: ≤35% of calories
 ◦ Saturated fat: < 10% of calories
 ◦ Trans fat: zero grams

- Sugar limit: ◦ ≤ 35% of weight from total sugars in foods

*On July 1, 2016, foods may not qualify using the 10% DV criteria.

**On July 1, 2016, snack items must contain ≤ 200 mg sodium per item

<http://www.fns.usda.gov/cnd/Governance/Policy-Memos/2012/SP30-2012os.pdf>. As regulations change, additional information is available at www.fns.usda.gov/cnd. All SNP operators are required to follow regulations in place at time of purchase. As those regulations change, there may be a need to revise product requirements. This School System reserves the right to delete or add products to comply with regulations.

IN WITNESS whereof the parties by their authorized agents have executed this contract.

CITY OF KINGSPORT, TENNESSEE
SUPPLIER NAME

BY: _____
MAYOR

BY: _____
AUTHORIZED SUPPLIER REPRESENTATIVE

ATTEST:

RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Line #	Item Specifications	Manufacturer Brand Name	Manufacturer item #	Pack Size	Bid Quantity	PRICE/EA	Extended Price
						per case	per case
FROZEN BREAKFAST ITEMS							
1	Egg Patty Round , 3.5" CN 1 M/MA	Michael Foods or Equivalent	46025-85017	300/cs (1 .25 oz)	50		0
2	EGG OMELET CHS COLBY, 5" CN 2 M/MA	Michael Foods or Equivalent	46025-85317	144/cs (2.1oz)	100		0
3	BREAD BANANA IW WG 2 OEG	Super Bakery or Equivalent	6071	70-3.4 oz/CS	12		0
4	Bar WG Raspberry & Cream Cheese, Iced, IW 2 OEG	Hadley Farms or Equivalent	807IW	48/3.4 oz	200		0
5	WG Mini Breakfast Cluster, IW 2 OEG	Sky Blue Bakery or Equivalent	WGBC272	72-2.75 oz/cs	150		0
6	Donut Pwdrd Mini WG Goodymn IW 2 oz OEG	Super Bakery or Equivalent	7787	72-3.3 oz/cs	75		0
7	Donut Ring WG Glaze IW 2 oz OEG	Super Bakery or Equivalent	18400	80-2.5oz/cs	200		0
8	Dough Biscuit Round, Frozen Handi Split 2 oz grain alternates	Rich's or Equivalent	6063	240/cs (2.2 oz)	350		0
9	French Tst Mini Choc Chip IW 2 OEG	Kellogg's Frozen or Equivalent	3800080801	72-3.03 oz/cs	60		0
10	French Texas Toast WG Apple Cinnamon IW 2.25 OEG	S&F Foods or Equivalent	128MC	96/3.3 oz	75		0
11	Muffin, Banana WG IW 1 OEG, No:HFCS, TF, AI,GMO	Amies Bakery or Equivalent	50207	60-1.94 oz/cs	100		0
13	Muffin, BlueB WG IW 1 OEG,No:HFCS, TF, AI, GMO	Amies Bakery or Equivalent	50201	60-1.94 oz/cs	400		0
14	Muffin, Chocolate WG IW 1 OEG,No:HFCS, TF,AI,GMO	Amies Bakery or Equivalent	50216	60-1.94 oz/cs	1500		0
15	Muffin, Cinn Strusi WG IW 1 OEG,No:HFCS,TF,AI,GMO	Amies Bakery or Equivalent	50211	60-1.94 oz/cs	400		0
16	Pancake Confetti Mini WG IW Ovenable Bag, 2 oz OEG	Kellogg's Eggo or Equiv	3800018574	72- 3.03 oz/cs	100		0
17	Pancake Blueberry Mini WG IW 2 oz OEG	De WaffleBakkers or Equiv	626	72- 3oz/cs	100		0
18	PANCAKE, CINN GLAZE WG IW 2.0 oz OEG	MAX/CONAGRA or equivalent	94643-04442	80-2CT 3oz/CS	100		0
19	Pancake Maple Mini IW WG 2 oz OEG	De WaffleBakkers or Equiv	625	72- 3oz/cs	100		0
20	Pastry, Apple filled IW WG Frudel 2 oz OEG	General Mills Frozen or Equiv	18000-27852	72-2.29 oz/cs	85		0
21	Pastry, Chry filld IW WG Frudel 2 oz OEG	General Mills Frozen or Equiv	18000-27851	72-2.29 oz/cs	65		0
22	PIZZA BKFST 3X5 WG Egg, Saus,BCN,Cheese 1 M/MA, 1OEG	Nardone Bros or equiv	80WBF	80-2.47oz/CS	100		0
23	PIZZA BKFST 3X5 WG Egg, Saus,BCN,Cheese, IW 1 M/MA, 1OEG	Nardone Bros or equiv	80WBFIW	80-2.4oz/CS	25		0
24	Roll WG Cinnamon Iced IW 2 oz OEG	Hadley Farms Frozen or Equivalent	1375IW	144/2.7	90		0
25	SAUSAGE PTY LS CKD 2OZ TO MEET 1OZ M/MA	Jones Dairy Farm or equivalent	18717	80-2 oz/cs	500		0
26	Waffle Dutch WG 5" 2 oz OEG	J & J Snack Foods or equivalent	4521	48-2.93 oz/cs	400		0
MEAT/ENTREES							
27	Bacon Stcd FZ Hickory Smoked 18-22 slices/ pound	Quincy Street Inc. or equivalent	247669	15# 18-22count	40		0
28	BEEF CRMBL CKD, FZ, 100% Beef 2 M/MA	Tyson/AdvPiere or equiv		40 #/cs 320/2oz	1		0
29	Beef 100% Steak Flame Grilled burger, IQF, FZ, 2 M	Tyson/AdvPiere or equiv	68050	30#/CS 240/2oz	1		0
30	Beef, 100% Pub Style Steak Burger, FC, IQF, FZ, 3M	Tyson/AdvPiere or equiv	52302		1		0
31	BEEF RND CKD SPLIT MED,WHOLE, CHOICE	HOUSE/CARGILL OR EQUIV	7522200	2pc 18LB avg/CS	40		0
32	Breadstick cheese stfd WG, Frz, 5" CN 1MA/1 OEG ea (USDA Commodity Rebate Mozz Cheese)	Conagra MaxStix or equivalent	7738712439	192-1.93oz/cs	500		0
33	CHEESE BITES WG CN 4 = 2M/MA, 2 OEG (USDA Commodity Rebate)	S.A. Piazza or EQUIV	11003	240-1.0 OZ/CS	525		0
34	CHIX BRST Grilled Filet M/WWM 2 M. CN	Tyson or equivalent	10703220928	30.39 #/cs 215/2.26 oz	1		0
35	CHIX BRST Filet WM WG BRD CN= 2 M. 2 OEG	Tyson or equivalent	10703000928	30#/cs 115/4oz	1		0
36	CHIX BRST Tendln WM WG 3 PCS=2OZ M 1 OEG	Tyson or equivalent	10368640928	30 #/ 138 SVG/CS	1		0
37	CHIX, M/WWM, WG BREADED NASHVILLE HOT TENDERS 1.52 OZ 3 PCS. = 2 M, 1 OEG	Tyson or equivalent	10000038479	30.6 LB/105 SERV/CS	1		0
38	CHIX Nuggets WG BRD CN 2 M, 1 OEG	Tyson or equivalent	10703640928	32.81 #/cs 149 -3.5 oz	1		0
39	CHIX NUGGET PAN DIPPERS, FC POPCORN STYLE WG PANCAKE BREADED CN 10 = 2M 1OEG	GOLD CREEK OR EQUIV	791861	8-4 LB/CS	1		0

Line #	Item Specifications	Manufacturer Brand Name	Manufacturer item #	Pack Size	Bid Quantity	PRICE/EA	Extended Price
						per case	per case
40	CHIX WG Breaded Dark Meat Smackers CN 2 M 1 OEG	Pilgrim's Pride or equivalent	110458	30 #/cs 108/4.30 oz	1		0
41	CHIX Drumstix Trad WG BRD 2 M .75 GR CN	Tyson or equivalent	16660100928	29.64 # 92 Avg/cs	1		0
42	CHIX Patty WG Hot N Spicy BRD 2 M, 1 GR	Tyson or equivalent	10703140928	32.82#/cs 148/3.53 oz	10		0
43	CHIX DCD 1/2" 20% Wht CKD	House		10# /cs 160 oz	12		0
44	CHIX TACO MEAT	TYSON OR EQUIV	19957-328	20. # -107/30Z/cs	50		0
45	CHIX STIX WG Brd FC CN 2 M, 1 Gr=8 sticks	Tyson or equivalent	070367-0928	30 #/cs 140/3.44oz	50		0
46	CHIX THGH STRP FAJT CKD 1/2" CN 2 M	Tyson or equivalent	4621-928	30 #/cs 160/3.oz	1		0
47	CHIX Wing, Bone In BUFF WEST FC 8.1 oz = 2MMA	FOSTER FARMS or equivalent	96210	2-5#/CS	200		0
48	CHIX Wing, bone in Oven Roasted FC 6.9 oz = 2MMA	FOSTER FARMS or equivalent	96440	3-5#/CS	300		0
50	CORN DOG CHIX MINI 6 = 2 M/MMA, 2 OEG CN	FOSTER FARMS or equivalent	96082	2-5 LB/240-0.67 OZ/CS	1000		0
51	EGG WHL LIQ W/CITRIC PASTURIZD	MICHAEL FOODS OR EQUIV	93901-11986	6-5#/cs	1		0
52	FRANKS All BEEF 8/#, 6", 2OZ ea = 2 M	KENT QUALITY FOODS or equivalent	265039	1-10 LB/80-2 OZ/CS	350		0
53	HAM SMKHSR RND H&W SHVNG 2PC	Smithfield FARMLAND FOODS or equiv	93901595670	2pc 24# avg/cs	65		0
54	PASTRAMI TKY 4-3.5 # avg	PERDUE FARMS INC. or equiv		Avg 4- 3.5 #/CS	30		0
55	MEATBALL, PURE BEEF,CKD, LS .5-1OZ EA/5 = 2M	Tyson or equiv	75050	20#/CS	1		0
56	Mega Minis Breaded Dill Flavored MWWW WG Chunks 0.43 oz 10 pcs. = 2/M & 1 OEG	Tyson or equiv	10364760928	30.1 LB/112 svg/CS	1		0
57	Mega Minis Breaded Nashville Hot Flavored MWWW WG Chunks 0.45 oz 10 pcs. = 2/M & 1 OEG	Tyson or equiv	10286860928	31.5 LB/112svg/CS	1		0
58	PIZZA CHIX BUFF 16" BIG DAD WG, CN 2/MA 2 OEG	Schwann's Food Service or equivalent	78639	3-3CT/CS (72slices)	25		0
59	Pizza 4 CHS Pizzeria Syle, WG 16" CN 2 M/MMA, 2 OEG per slice (USDA Commodity Mozz Cheese Rebate)	Nardone Bros.or equivalent	16WFC	64 slices/case	150		0
60	Pizza 5 inch Round Cheese WW Crust 5.35 oz per portion CN 2MA, 2 OEG	Nardone Bros.or equivalent	5WRMNY	60/5.35 oz/CS	100		0
61	PIZZA FOUR CHS WG SELF RISING CRST WEDGE CN 2M/MMA, 2 OEG 100% mozz ch	Nardone Bros.or equivalent	16WSRFC	64 slices/case	200		0
62	Pizza Ranchero Style Whole Wheat w/ Beef 5.20 oz portions 2M, 2 OEG ea	Nardone Bros.or equivalent	96WWWEX2	96/5.2 oz/CS	75		0
63	Pizza Tky Pep 16"Frz WG Big Daddy Primo CN 2 M/MMA, 2 OEG (USDA Commodity Rebate Mozz Cheese)	Schwann's Food Service or equivalent	78638	9 ct/41.49oz/cs	363		0
64	PIZZA 4X6 RF WG 100% MOZZ CHEESE FRZ CN 2 M/MMA, 2 OEG	TONY'S/SCHWAN'S OR EQUIV	78697	96-4.5 OZ/CS	60		0
65	PIZZA WGRAIN STFD CRST COIN TKY PEPPERONI 2M/MMA, 2 OEG	Nardone Bros.or equivalent	C72WWSCMP2	70-4.95 OZ/CS	100		0
66	PIZZA 4X6 RF WG 100% MOZZ PEPP TKY FRZ CN 2 M/MMA, 2 OEG	TONY'S/SCHWAN'S OR EQUIV	78698	96-4.5 OZ/CS	60		0
67	FRENCH BREAD WG GARLIC CHS 2 M/MMA, 2 OEG	Nardone Bros.or equivalent	60WGUM2	60-4.5 OZ	25		0
68	Potato Breaded Pollock Sticks CN 1oz =2/M, .75 OEG	Trident or Equivalent	422071	1/10#	140		0
69	QUESADILLA CHIX WGRAIN FZ CN 2 M, 2OEG	THE MAX/CONAGRA OR EQUIV	7738712700	96-5 OZ/CS	120		0
70	SANDWCH PB&GRAPE WG UNCRUSTABLE NO HFCS 1OEG,1 MA	Dot Foods, SMUCKER or equivalent	5150006960	72-2.6 OZ/CS	100		0
71	SANDWCH UNCRUST PB&S STRAWB 1OEG, 1 MA	Dot Foods, Smuckers or equiv	5150006961	72-2.6 OZ/CS	20		0
72	SAND SOY BTR & JAM WG IW 1 M/MMA 1 OEG	ALBIES OR EQUIVALENT	607GFS	72-2.4OZ/CS	260		0
73	STIR FRY KIT GEN TSO CHIX WG	Asian Solutions, Inc. or Equivalent	199341	6-7.15#/cs	40		0
74	TURKEY BRST CKD SKN-ON WHL 2PC no added binders or starches serve hot or cold GF	HOUSE SIGNATURE OR EQUIV	961963	2-8.5 LB/CS	16		0
	FROZEN						
75	BEANS, GREEN, WHOLE, LS IQF Grade A Fancy	GFS	1.00939E+13	1-24LB/CS	11		0
76	BROCCOLI FLORETS, FROZEN, GRADE A IQF	House	610902	6-4#/cs	300		0
77	Brussel Sprouts, Frozen IQF Grade A	House	426288	12- 2 LB/CS	11		0

Line #	Item Specifications	Manufacturer Brand Name	Manufacturer item #	Pack Size	Bid Quantity	PRICE/EA	Extended Price
						per case	per case
78	BREAD TX TSTW/Garlic WG RF Frz 1 OEG/serv No TF	Bake Crafters Food or equiv	1605	120-1.3oz/cs	370		0
79	BROWNIE BITE WGRAIN IW 120-2Z Frozen	Sky Blue or Equiv	WBB1120	120/2 oz/CS	50		0
80	BUN HAMB MINI SLD WG 2.5" FRZ 1 OEG each	Bakecrafters or equiv	519	288/1.2 oz/CS	55		0
81	Bun Sub SLCD WG 5" Frz 2 OEG, No HFCS, TF, AI	Aunt Millie's Frozen or equiv	5115	12-8ct/cs (96)	470		0
82	CARROT SLCD Smooth CUT, LRG, FRZN, GRADE A	HOUSE		1-30 LB/CS	100		0
83	CROISSANT RND W/GRAIN SLCD 2 OEG EACH	Hadley Farms or Equiv	139	2.2oz/6-24ct/cs	150		0
84	CROISSANT RND W/GRAIN SLCD 1 OEG EACH	Hadley Farms or Equiv	134	1.25 oz/210 cs	50		0
85	CORN CUT IQF, WHOLE KERNEL GRADE A	Bonduelle USA, Inc. or equiv	70082506	1-30 LB/CS	130		0
86	DOUGH ROLL SUB MINI WG FRZ 2 OEG	RICH'S OR EQUIV	11782	180-2.4OZ/CS	75		0
87	EGG ROLL VEG WG MINH 1 OEG 1/2 c Veg credit	SCHWAN'S or equiv	66048	130-3.1 OZ/CS	100		0
88	FLATBREAD, WG RICH MINI 4 INCH 1OEG	RICH'S or equiv	828	192/1 oz	1		0
89	FRIES waffle cut, Skin -On, Fancy, Seasoned and Coated oven bakeable Froz (USDA Commodity Potato Rebate)	McCain/Redstone Canyon Cross Trax or Equiv	MCL03623	6-4.5LB/CS	457		0
90	FRIES waffle cut, Skin -On, Fancy oven bakeable, Froz (USDA Commodity Potato Rebate)	McCain/Ore-Ida or equiv	OIF01037A	6-4.5LB/CS	400		0
91	FRIES, potato oven bakeable -3/8" Crink Cut , L, Froz (USDA Commodity potato rebate)	McCain or Equiv	MCF03761	6/5 lb/cs	168		0
92	FRIES SWT POT SEAS RIBCUT FRZ BAKEABLE	LAMB WESTON or equiv	L0097	3-5# LB/CS	250		0
93	FRIES SWT POT DP GROOVE 7/16" CC	McCain Foods OR EQUIV	MCFO466	6-2.5 #/CS	80		0
94	FRIES WEDGE 8CUT CNTRY	ORE IDA/MCCAIN or equiv	OIF00024	6-5 LB/CS	100		0
95	FRUIT, BERRY MIX-STRAW/BLACK/RASP/BLUEB, IQF GRADE A RECLOSABLE BAG	LIMSON TRADING OR EQUIV	122071	4-5LB/CS	40		0
96	HUSHPUDDING WGRAIN W/SWT CORN Bakeable	Savannah Food Company or Equiv	10020	2-5# /cs	150		0
97	JUICE APPLE 100%, Frozen SS 4 oz cup	SUNCUP/GREGORY or equivalent	090301	72-4 FL OZ/CS	1900		0
98	JUICE APPLE 100%, Frozen SS 6 oz cup	SUNCUP/GREGORY or equivalent	50301	70-6 FL OZ/CS	400		0
99	JUICE FRT PUNCH 100% Frozen SS 4 oz cup	SUNCUP/GREGORY OR EQUIV	090801	72-4 FL OZ/CS	850		0
100	JUICE GRAPE 100% Frozen SS 4 oz cup	SUNCUP/GREGORY or equivalent	090501	72-4 FL OZ/CS	300		0
101	JUICE ORNG 100% Frozen SS 4 oz cup	SUNCUP/GREGORY or equivalent	090100	72-4 FL OZ/CS	1050		0
102	Noodle Asian Style Yakisoba WG 1 OEG/2.06 oz serv	Asian Food Solutions OR EQUIV	22001WG	6-5.15#/CS	40		0
103	Onion Rings, Sliced whole onion, WG Breaded, ovenable IQF 1 OEG	Tasty Brands OR EQUIV	96110849	30#/cs (6-5#)	50		0
104	PEAS GREEN IQF, GRADE A, BRIGHT COLOR	HOUSE/LAKESIDE FOODS OR E	285660	1-30 LB/CS	125		0
105	PEAS & CARROTS IQF, GRADE A,	HOUSE/LAKESIDE FOODS OR EQUIV		12-2.5 #/cs	12		0
106	Potato, Hashbrown Tri-wedge, IQF, FRZ	LambWeston or Equiv	B03	6-5#	100		0
107	POTATO SMILE shaped potatoes FRZ (USDA commodity potato rebate)	ORE-IDA/MCCAIN FOODS or equiv	OIF03456	6-4#/cs	200		0
108	POTATO, Emoticon shaped mashed potatoes	ORE-IDA/MCCAIN FOODS or equiv	1000006639	6-4#/cs	200		0
109	POTATO, REDSKIN SKIN-ON HALF CUT ROASTED SEASONED W/GARLIC, ROSEMARY & HERB USDA COMMODITY REBATE OPTION	MCCAIN OR EQUIV	MCF04812	4-3#			0
110	POTATO TATER TOTS Frz 5# bag (USDA commodity potato rebate)	ORE-IDA/MCCAIN FOODS or equiv	OIF00215A	6-5 LB/CS (2.52oz) serv	280		0
111	PRE-PORT RTB COOKIE DOUGH, Frz WG Ch. Chip	OtisSpunkm Delicious Essentials or Eq	21649	180/1.85 oz	150		0
112	PRE-PORT RTB COOKIE DOUGH, Frz	OtisSpunkm Delicious Essentials or Eq	55680	240/1.5 oz	100		0

Line #	Item Specifications	Manufacturer Brand Name	Manufacturer item #	Pack Size	Bid Quantity	PRICE/EA	Extended Price
						per case	per case
113	PRE-PORT RTB COOKIE DOUGH, Frz WG Ch. Chip	OtisSpunkm Delicious Essentials or Eq	55670	384/1 oz	20		0
114	PRE-PORT RTB COOKIE DOUGH,Frz WG CARNIVAL	OtisSpunkm Delicious Essentials or Eq	21653	180/1.85 oz	100		0
115	PRE-PORT RTB COOKIE DOUGH,Frz WG CARNIVAL	OtisSpunkm Delicious Essentials or Eq	55678	384/1 oz	10		0
116	PRE-PORT RTB COOKIE DOUGH,Frz WG SUGAR	OtisSpunkm Delicious Essentials or Eq	21650	180/1.85 oz	150		0
117	PRE-PORT RTB COOKIE DOUGH,Frz WG Red Velvet	J&J Snack Foods or Equiv	14406	192/1.85oz	50		0
118	Roll, Yeast WHL Wheat WG FR Heat n Serve 1.5 OEG	Alpha Baking Company	33802	4-18ct/cs (1.5oz)ea	1200		0
119	Sauce, Queso Blanco white cheese with salsa verde, frz, in 6 bags	JTM or equiv	5718	30#/ 6 bags/CS	50		0
120	SWT PEAS/DICED CARROTS, GRD A	HOUSE	7.23234E+11	12-2.5LB/CS	1		0
121	TOPPING WHIP PRE-WHIPPED NON DAIRY FRZ	RICH'S OR EQUIV	2559	12-16 OZ/CS	60		0
122	VEG BLND CALIF, GRADE A IQF BUY AMERICA	HOUSE	323233	6-4 #/cs	100		0
123	VEG BLND WINTER, GRADE A IQF BUY AMERICA	HOUSE	285770	1-30 LB/CS	10		0
124	VEG MIXED, GRADE A	LAKESIDE FOODS or equiv	285690	1-30 LB/CS	100		0
125	VEGETABLE BLND/ORIENTAL STIR FRY, GRD A,IQF	LAKESIDE FOODS or equiv	440844	12- 2#/CS	20		0
126	WRAP, TORTILLA FLOUR 10" ULTRAGRAIN 2 OEG	Mission Foods or equivalent	33825	12-12 CT/CS	100		0
127	WRAP, TORTILLA FLOUR 6" ULTRAGRAIN 1 OEG	Mission Foods or equivalent	47086	24/12 ct	50		0
FROZEN - ICE CREAM & SLUSHIE							
128	JUICE, 100 % FROZEN BLACK CHERRY, NATURAL FLAVOR AND COLOR	FROOT JOOCE OR EQUIV	BCH0106	90-4.4 fl oz/CS	40		0
129	JUICE, 100 % FROZEN MANGO, NATURAL FLAVOR AND COLOR	FROOT JOOCE OR EQUIV	MAN0090	90-4.4 fl oz/CS	40		0
130	SLUSHIE, , 100% JUICE SS Be Mine Cherry ss CUP	Ridgefields Corp SIDEKICKS or equiv	2013	84CT/CS (4.4oz)	84		0
131	Slushie, Bloom Watermelon & lemonade 100% Juice ss cup	Ridgefields Corp SIDEKICKS or equiv					0
132	SLUSHIE, BL RASP/LEM, 100% JUICE SS CUP	Ridgefields Corp SIDEKICKS or equiv	2009	84CT/CS (4.4oz)	450		0
133	Slushie, Hooray! Banana Cherry, 100% Juice ss Cup	Ridgefields Corp SIDEKICKS or equiv		84CT/CS (4.4oz)	84		0
134	Slushie, Orange Cream, EEK! 100 % juice SS cup	Ridgefields Corp SIDEKICKS or equiv		84CT/CS (4.4oz)	154		0
135	SLUSHIE, STRAWB/KIWI, 100% JUICE SS CUP	Ridgefields Corp SIDEKICKS or equiv	2014	84CT/CS (4.4oz)	150		0
136	SLUSHIE, Jolly! STRAWB/KIWI, 100% JUICE SS CUP	Ridgefields Corp SIDEKICKS or equiv		84CT/CS (4.4oz)	84		0
137	SLUSHIE, STRAWB/MANGO, 100% JUICE SS CUP	Ridgefields Corp SIDEKICKS or equiv	2015	84CT/CS (4.4oz)	100		0
138	YOGURT MIX O/W CHOC LOW FAT NO HFCS	COLOMBO/GENERAL MILLS or equiv	41148-49259	4-1 GAL/CS	30		0
139	YOGURT MIX VANILLA NONFAT NO HFCS	COLOMBO/GENERAL MILLS or equiv	41148-49253	4- 1 GAL/CS	20		0
REFRIGERATED ITEMS							
140	APPLE SLICES, 2OZ BAGS = 1/2 CUP FRUIT SERV	PETERSON FARMS OR EQUIV	203102	100-2OZ BAGS/CS	100		0
141	APPLE SLICES, 3OZ BAGS = 3/4 CUP FRUIT SERV	PETERSON FARMS OR EQUIV	203120	100-3OZ BAGS/CS	100		0
142	APPLE DICES, 1 LB BAG = 8 1/2 CUP SERVINGS	PETERSON FARMS OR EQUIV	203027	10-1 LB BAGS	25		0
143	CHEESE, AMER, SLICED, 2 SLICES=1M/MA	LAND OF Lakes or Equiv		6-5LB/CS (160ct)	200		0
144	CHEESE AMER WHT SLCD	Associated Milk producers or	11D66200	4-5 LB/CS	1		0
145	CHEESE CHED Cheddar SHRD FINE 2 oz = 1 MA	STERLING LTD. or Equiv	27878	4-5 LB/CS	65		0
146	CHEESE MOZZ 2% SHRD FTNR	STERLING LTD.or equiv	731366	4-5 LB/CS	12		0
147	CHEESE STRING Mozz IW, REDUCED FAT, 1 MA	SCHREIBER FOODS or equivalent	38275	168-1OZ/CS	625		0

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148	CHEESE SWISS SLCD GLUTEN FREE	SCHREIBER FOODS or equivalent	07049	4-5 LB/CS	25		0
149	DRESSING CAESAR LIGHT REF CUP	Ken's Foods Inc. or equiv	KE808A7	100-.75 OZ/CS	1		0
150	DRESSING RNCH LT REF CUP	Ken's Foods Inc. or equiv	KE0708A5	100-1.5 oz/CS	250		0
151	EGG HRD COOKED DCD IQF	Michael Foods-Waldbaum or equiv	93901-19219	4-5 #/CS	12		0
152	Ham Smkxse rnd H&W shaving 2 pc 12 # avg	Smithfield -Farmland Foods or equiv	9.00939E+13	2-12# Avg/cs	15		0
153	Milo's Sweet Tea M59, fresh brewed, plastic bottle with Re-Sealeable lid	Milo's or equiv	91475-51600	25-12 FL oz	100		0
154	JUICE SPRKLG BLK CHERY SWITCH SS CAN	Krispak or equiv	7C2480BC	24-8 OZ/CS	100		0
155	JUICE SPRKLG KW BRY SWITCH SS CAN	Krispak or equiv	7C2480KB	24-8 OZ/CS	60		0
156	JUICE SPRKLG ORNG TANGR SWITCH SS CAN	Krispak or equiv	7C2480OT	24-8 OZ/CS	60		0
157	JUICE SPRKLG FRT PNCH SWITCH SS CAN	Krispak or equiv	7C2480FP	24-8 OZ/CS	75		0
158	JUICE SPRKLG WTRMLN STRAWB SWITCH SS CAN	Krispak or equiv	7C2480WS	24-8 OZ/CS	40		0
159	MARGARINE SOLIDS TRANS FAT FREE	HOUSE	21642GFS	30-1 LB/CS	10		0
160	MARGARINE, LIGHT CUP SPREAD-5 GM NO TF	HOUSE	1229CHN	900-5 GM	10		0
170	SOUR CREAM IND PACKT, LF or FF	Land of Lakes, Inc or equiv	64407	100-1 OZ/CS	150		0
171	YOGURT, STRAW/BAN, IND CUPS LF	DANNON OR EQUIV	007047017726	48-4OZ/CS	300		0
172	YOGURT, RASP RAINB, LF IND CUPS 4 oz = 1 MA	General Mills Yoplait Trix or equiv	007047017725	48-4OZ/CS	500		0
173	YOGURT, Vanilla smooth, LF IND CUPS 4 oz = 1 MA	General Mills or equiv	007047031077	48-4OZ/CS	300		0
174	YOGURT, VAN Yoplait, LF, Bulk Pouch 8oz=2 MA	General Mills or equivalent	70470-16632	6-4LB/CS	600		0
175	YOGURT TUBE,LF Strwbry Flav, 2oz Yoplait Gogurt	General Mills or equivalent	70470-49295	(2oz)16 ct box, 6/cs	400		0
SNACK ITEMS							
176	BAR APPLE NUTRIGRAIN	NUTRIGRAIN/KELLOGG or equiv	3800035645	3-16 CT/1.3 OZ/CS	10		0
177	BAR BLUEB NUTRIGRAIN WG 1 OEG each	NUTRIGRAIN/KELLOGG or equiv	3800090819	6-16 CT/CS	30		0
178	BAR STRAWB NUTRIGRAIN WG 1 OEG	NUTRIGRAIN/KELLOGG or equiv	3800059772	6-16 CT/CS	40		0
179	BAR CEREAPPLCINN CHEERIO WG 1 OEG	GENERAL MILLS OR EQUIV	16000-31911	96-1.42 OZ/CS	25		0
180	BAR CEREAL COCOA RICE KRYPY WG 1 OEG	KELLOGG'S or equivalent	3800091612	96-1.34OZ/CS	150		0
181	BAR CEREAL COCOAPUFF WG 1OEG	GENERAL MILLS OR EQUIV	16000-45377	96-1.4OZ/CS	50		0
182	BAR CEREAL GLDN GRHM WG 1OEG	GENERAL MILLS OR EQUIV	31913	96-1.4OZ/CS	35		0
183	BAR CEREAL TRIX WHL GRAIN 1 OEG	GENERAL MILLS or equiv	1600031915	96-1.42 oz/CS	100		0
148	BAR GRANOLA PNUT BTR& CHOC CHUNK WG	QUAKER/PEPSICO or equiv	31184	12-8 CT/CS	20		0
149	Chip, Baked Cheddar Sour Cream Potato Chip, SS bag	pepsico/uffles or equiv	56882	.8oz bag/60 CS	200		0
150	CHIP RF WG TORTILA RND BULK 1.5 OEG/1 oz	Aztec Foods or equiv	63020	1.5# BAG-5/CS	500		0
151	CHIP RF WG TORTILA RND SS 1.25 OEG	Pepsico/FRITO LAY or equiv	18792	104-.88oz/cs	125		0
152	CHIP TORTL SCOOP BKD SS 1.25 OEG	Pepsico/FRITO LAY or equiv	42537	72-.875oz	75		0
153	CHIP COOL RANCH RF TORTILLA DORITOS, SS	Pepsico/FRITO LAY or equiv	36096	72/1 OZ	60		0
154	CHIP, FLAMAS SPICY LIM R/F TORTILLA /DORITOS, SS	Pepsico/FRITO LAY or equiv	62829	72/1 OZ	60		0
155	CHIP NACHO CHS BKD RF DORITOS, SS	Pepsico/FRITO LAY or equiv	31748	72-1 OZ/CS	550		0
156	CHIP, WG TORTILLA, SPICY SWEET CHILI RF, SS,	Pepsico/FRITO LAY or equiv	49023	72-1 OZ/CS	100		0
157	CHIP,WG TORTILLA, WHITE NACHO CHEESE, RF, SS	Pepsico/FRITO LAY or equiv	67609	72-1 OZ/CS	100		0
158	CHIP POT BBQ BKD 64-SS 1.13 oz bags smart snack	Pepsico/FRITO LAY or equiv	44395	64-1.13 OZ/CS	250		0
159	CHIP POT BKD 64-LSSV BAKED LAYS	Pepsico/FRITO LAY or equiv	44396	64-1.13 OZ/CS	100		0
160	CHIP POT SR CRM ONIO BKD-LSSV LAYS	Pepsico/FRITO LAY or equiv	44398	64-1.13 OZ/CS	85		0
161	COOKIE GINGERBREAD, IW, SS, 0.5 OEG	FIELDSTONE BAKERY or equiv.	9835	8-16CT/CS	50		0
162	CRACKER CHEEZE-IT WG IW 1 OEG	KELLOGG'S or equivalent	2470079263	175.75oz/cs	125		0

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163	CRACKER GLDFSH CHEESE WHOLE GRAIN 1 OEG	PEPRIDGE FARM/CAMPBELL or equiv	18105	300-.75Z/CS	175		0
164	CRACKER GRHM BUG BITES IND PKT WG 1 OEG	KELLOGG'S or equivalent	3010056442	210 CT/CS	153		0
165	CRACKER GRHM ELF CHOC WG 1 OEG	KELLOGG'S or equivalent	40225	150-1 OZ/CS	50		0
166	CRACKER GRHM HNY LOW FAT WG IW	NABISCO or equiv	1932001368	200-2 CT/CS	15		0
167	CRACKER Captain Wafers WG IW 1 OEG	Snyders/Lance or equiv		400-2CT/CS	20		0
168	CRISPY BITES BLUB LEMN WG NF IW 1 OEG	Dot Foods Inc/Appleways OR EQUIV	71500	108-1oz each/CS	85		0
169	EDUCATIONAL SNACKS, PRESIDENTS sweet crackers, shelf stable, SS package 1 OEG	Dot Foods/Dick&Jane or Equiv	SC88002-651942	120/1 oz/CS	100		0
170	EDUCATIONAL SNACKS, STATES & CAPITALS sweet crackers, shelf stable, SS package 1 OEG	Dot Foods/Dick&Jane or Equiv	SC88001-651943	120/1 oz/CS	100		0
171	Pastry, Pop-Tart WG BlueB IW 1 oz Gr/Eq	KELLOGG'S or equivalent	38000-17196	120 -1CT/CS	100		0
172	PASTRY, POP-TART WGRAIN CINN IW 1 oz Gr/Eq	KELLOGG'S or equivalent	38000-55122	120 -1CT/CS	300		0
173	PASTRY, POP-TART WG Fudge IW 1 oz Gr/Eq	KELLOGG'S or equivalent	38000-12070	120 -1CT/CS	180		0
174	PASTRY, POP-TART WG STRAWB IW 1 oz Gr/Eq	KELLOGG'S or equivalent	38000-55130	120 -1CT/CS	300		0
175	SNACK CHEETOS, CHEESE BAKED WG 1.25 OEG	Pepsico/FRITO LAY or equiv	62933	104-0.88 OZ/CS	160		0
176	SNACK CHS BKD HOT CHEETOS WG- 1.25 OEG	Pepsico/FRITO LAY or equiv	62984	104-0.88 OZ/CS	120		0
177	SNACK CHEETOS FANTASTIXS CHILI CHEESE BAKED SMART SNACK WG -1.25 OEG	Pepsico/FRITO LAY or equiv	36098	104-1OZ/CS	100		0
178	SNACK FRT BY THE FOOT , smart snack compliant	GENERAL MILLS or equiv	11700	96-0.75 OZ/CS	35		0
179	SNACK KID'S MIX MUNCHIE 1OEG	Pepsico/FRITO LAY or equiv	363608	104-0.88 OZ/CS	30		0
180	SNACK MIX MUNCHIE FLAMIN HOT & SWEET	Pepsico/FRITO LAY or equiv	302913	104-.88 OZ/CS	30		0
181	SNACK ONION WG FUNYUN 1 OEG	Pepsico/FRITO LAY or equiv	66689	104 -0.75 OZ/CS	20		0
182	SNACK, POPCORN,RF WHITE CHEDDAR CHEESE smart snack	Pepsico/Smartfoods or equiv	25566	70-0.5 OZ/CS	100		0
183	SUNFLOWER KERNALS, Honey roasted, 1M/MA per 1.2 oz pkg	Sunrich Snacks or Equiv	1231780	150 1.2 oz/CS	50		0
184	TREAT RICE KRISPIE WG 1.41 OZ, 1 OEG	KELLOGG'S or equivalent	38000-11052	80ct-1.41 OZ/CS	65		0
185	TREAT RICE KRISPIE MINI	KELLOGG'S or equivalent	3800051109	600-.39oz/cs	1		0
	STAPLES						
186	APPLE, DRIED APPLE CRISP, SS PKG = 1/2 CUP FRUIT	TREE TOP OR EQUIV	105261	125 - 0.34 OZ/CS	1		0
187	APPLE SLCD, GRADE A, FANCY, WATER PACK	HOUSE		6-10 CAN /CS	50		0
188	APPLESAUCE NATURAL Fancy 4 oz indiv cup	KNOUSE FOODS, INC. Or equiv	FFASN0500MUS01	72-4 OZ/CS	100		0
189	APPLESAUCE UNSWT,NATURAL,GRD A FANCY	HOUSE		6-10 CAN /CS	50		0
190	BAKING SODA	HOSPITALITY/GILSTER	35780	12-2 LB/CS	6		0
191	BASE BEEF, Low Sodium	Nestle Professional- Minors or equiv	1103343	12-1 LB/CS	12		0
192	BASE CHICKEN, Low Sodium	Nestle Professional -Minors or equiv	11003078	12-1 LB/CS	12		0
193	BEAN, BLACK, GRADE A,LS	Bush Brothers & Company or equiv	93901557711	6-10 CAN /CS	12		0
194	BEAN GREEN CUT,GRD A, 4 SIEVE LS	LAKESIDE OR EQUIV	2051	6-10 CAN /CS	75		0
195	BEAN KIDNEY,RED,FANCY,GRD A	Bush Brothers & Company or equiv	280842	6-10 CAN /CS	5		0
196	BEAN PINTO,GRD A CANNED, LS	Bush Brothers & Company or equiv	261475	6-10 CAN /CS	30		0
197	BEAN Baked VEGETARIAN in Sauce, GRD A	Bush Brothers & Company or equiv	1637	6-10 CAN /CS	70		0
198	BROTH CHIX ALL NAT LO SOD	HOUSE		12-32FLZ/CS	1		0
199	BUTTER BUDS/MARGARINE REPLACEMENT, DRY POWDER	BUTTER BUDS or equivalent	49835	24-4OZ/CS	35		0

Line #	Item Specifications	Manufacturer Brand Name	Manufacturer item #	Pack Size	Bid Quantity	PRICE/EA per case	Extended Price per case
200	CARMEL DIP LOWFAT CUP SS cup	Lighthouse, Inc. or equiv	11332	200-1oz/CS	125		0
201	CEREAL CHEERIOS APPLCINN BWL WG 1 OEG-GF	General Mills or equivalent	16000-31879	96-1 OZ/CS	36		0
202	CEREAL CHEERIOS BWL WG BWL 1 OEG	General Mills or equivalent	1600032262	96-1 OZ/CS	75		0
203	CEREAL CHEERIOS HNYNUT WG BWL 1 OEG	General Mills or equivalent	16000-11918	96-1 OZ/CS	150		0
204	CEREAL,CINNAMON CHEX (GF) WG BWL 1OEG	General Mills or equivalent		96-1 OZ/CS	25		0
205	CEREAL CINN TST CRN R/S WG plastic BWL 1 OEG	General Mills or equivalent	16000-29444	96-1 OZ/CS	200		0
206	CEREAL CINN TST CRN R/S WG POUCH 1 OEG	General Mills or equivalent	16000-177733	96-1 OZ/CS	40		0
207	CEREAL, COCOA PUFFS WG BWL 1OEG	General Mills or equivalent		96-1 OZ/CS	100		0
208	CEREAL, GOLDEN GRAHAMS WG BWL 1OEG	General Mills or equivalent		96-1 OZ/CS	11		0
209	Cereal, Honey Nut Chex bowl, WG 1 OEG	General Mills or equivalent		96-1 OZ/CS	25		0
210	CEREAL, LUCKY CHARMS, WG BOWL 1OEG	General Mills or equivalent		96-1 OZ/CS	100		0
211	CEREAL, REESE'S PUFFS WG BOWL 1OEG	General Mills or equivalent		96-1 OZ/CS	100		0
212	CEREAL, TRIX, RS WG, BOWL 1OEG	General Mills or equivalent		96-1 OZ/CS	100		0
213	CEREAL FROOT LOOPS WG R/S Bowl 1 OEG	KELLOGG or equiv	3800078788	96-1 OZ/CS	250		0
214	CEREAL FRSTD FLKS R/S BOWL WG 1 OEG	KELLOGG or equiv	3800021861	96-1 OZ/CS	150		0
215	CEREAL FRSTD MINI WHEATS BWL WG 1OEG	KELLOGG or equiv	4996	96-1 OZ/CS	50		0
216	CEREAL RICE KRISPIES WG BWL	KELLOGG or equiv		96-1 OZ/CS	12		0
217	CEREAL,GRANOLA TST WG Oat,BULK 1/2C =1OEG	General Mills or equivalent	27111	4-50 OZ/CS	150		0
218	CEREAL RAISIN BRAN BWL 1.25 OEG	KELLOGG'S OR EQUIV	380000896	96-1.25 OZ/CS	30		0
219	CEREAL, ALPHA BITS WG SMALL BOWL PACK 1 OEG ONLY 6 GRAMS OF SUGAR	POST OR EQUIV	AB-61BP	96-1 OZ/CS	25		0
220	CEREAL, MARSHMALLOW MATEYS SMALL BOWL PACK WG 1 OEG ONLY 6 GRAMS OF SUGAR	POST/MALT O MEAL OR EQUIVALENT	27596	96-1 OZ/CS	25		0
221	CHEESE PARM GRATED, 100%, SHAKER TOP	PRIMO GUSTO/STERLING LTD. OR EQUAL	40321	12-1 LB/CS	20		0
222	CHERRY MARASCH HLVS	Whyte's Foods Inc. or equiv		6-.5 gal/cs	15		0
223	Coconut, shredded, fancy Grade A	House		5-2#/CS	6		0
224	COFFEE REG BLEND	HOUSE		160-1.5 OZ/CS	5		0
225	COFFEE CREAMER 1 TSP PACKETS	COFFEE MATE OR EQUAL	5000030032	1000 PACKETS/CS	2		0
226	COLORING FOOD GREEN	HOUSE/FLAVORCHEM	23.1331	1-1 QT	1		0
227	CORN CHIPS, RF BULK	FRITO LAY OR EQUIV	57766	8-16 OZ/CS	1		0
228	CRANBERRY DRIED STRAWB IW PKG	OCEAN SPRAY Inc.or equiv	23445	200-1.16 oz/cs	45		0
229	CRANBERRY DRIED ORNG IW PKG	OCEAN SPRAY Inc.or equiv	22545	200-1.16 oz/cs	45		0
230	CRANBERRY DRIED Raspberry Lemondade IW PKG	OCEAN SPRAY Inc.or equiv		200-1.16 oz/cs	45		0
231	CRANBERRY SAUCE JELLIED 6-10	HOUSE		6-10 CAN/CS	10		0
232	DRESSING 1000 ISL FF PKT	Lighthouse, Inc. or equiv		60-1.5 OZ/CS	5		0
233	DRESSING FREN CALIF FAT FREE	MARZETTI/KENS or equiv	81969	60-1.5 OZ/CS	5		0
234	DRESSING ITAL LIGHT PKT	KENS or equiv	81985	60-1.5 OZ/CS	10		0
235	DRESSING ITAL LIGHT/FF	KENS or equiv		4/1 GAL	10		0
236	DRESSING LT RANCH	KENS or equiv		4/1 GAL	15		0
237	DRESSING Cole slaw	KENS or equiv		4/1 GAL	12		0
238	DRESSING RNCH LT LO SOD PKT 200- 12 gm	Diamond Crystal or equiv	76177	200-12GM/CS	350		0
239	FLAVORING VANILLA IMITATION	HOUSE	93.447QT	1-1 QT	1		0
230	FLOUR H&R ALL PURPOSE	HOUSE	334500	2-25 LB/CS	1		0
231	FRUIT MIXED CUP IN JCE FANCY	DOLE OR EQUIV	3065	36-4 OZ/CS	1		0
232	FRUIT SAL TROP CUP in JCE FANCY	DOLE OR EQUIV	3048	36-4 OZ/CS	1		0

Line #	Item Specifications	Manufacturer Brand Name	Manufacturer item #	Pack Size	Bid Quantity	PRICE/EA per case	Extended Price per case
233	FRUIT MIXED DCD Extra LIGHT SYRUP or juice	PACIFIC COAST PRODUCERS or equiv		6-10 CAN /CS	70		0
234	GELATIN MIX CITRUS, SGR FREE	DIAMOND CRYSTAL OR EQUIV	53604	18-2.75/CS	11		0
235	GELATIN MIX RED DIET, SGR FREE	DIAMOND CRYSTAL OR EQUIV		18-2.75oz/cs	30		0
236	Granola Choc w/van bits Rock-n-ola IW SS 1 OEG	Dot Foods or equiv	800470	250ct/cs	20		0
237	Granola Espresso blast Rock-n-ola IW SS 1 OEG	Dot Foods or equiv		250ct/cs	20		0
238	GRAVY MIX BISC PEPPERED	PIONEER/C H GUENTHER or Equiv	9472-2	6-1.5 LB/CS	25		0
239	GRAVY MIX BROWN LO SOD TRIO	Nestle Professional or equiv		8-16oz/cs	1		0
240	GRAVY MIX TURKEY/POULTRY LO-SOD TRIO	Nestle Professional or equiv	11250794	8-22.6 oz/CS	12		0
241	HONEY CLOVER GRADE A	HOUSE	PF4510	4-48OZ/CS	3		0
242	JELLY GRP PKT	HOUSE/DIAMOND CRYSTAL or e	7.19099E+11	200-0.5 OZ/CS	75		0
243	JUICE BOX PARADS PNCH veg/fru SS 1/2c veg credit	Gregory Packaging Inc or equiv	407800	40-4.23 FLZ/CS	130		0
244	KETCHUP BIB 33% FCY	RED GOLD LLC or Equiv	CRWYA3G	1-3 GAL/CS	65		0
245	KETCHUP PKT, Grade A (USDA tomato rebate)	Kraft HEINZ or equiv	10093901191738	1000-9 GM/CS	550		0
246	LEMON JUICE 100%, GRADE A	HOUSE/CHERRY CENTRAL INC.	9390131122	12-32 FL OZ/CS	20		0
247	MARSHMALLOW MINI, WHITE	HOUSE		12-1 LB/CS	11		0
248	MAYONNAISE HVY DUTY, LIGHT	HOUSE		4-1 GAL/CS	40		0
249	MAYONNAISE, LIGHT, PACKET	Kraft HEINZ or equiv	7.16038E+11	200-12GM/CS	120		0
250	MIX LEMONADE ON THE GO SF, DRINK MIX	CRYSTAL LIGHT/KRAFT	00796	4-30 CT/CS	2		0
251	MIX RASPB ICE ON THE GO SF DRINK MIX	CRYSTAL LIGHT/KRAFT	00798	4-30 CT/CS	1		0
252	MOLASSES, PURE	Barkman Honey Inc. or equiv	SP5122	4-1 GAL/CS	1		0
253	MUSTARD PKT	Diamond Crystal or equiv		1000-5.5 GM/CS	110		0
254	MUSTARD YELLOW PREPARED	HOUSE		4-1 GAL/CS	2		0
255	OIL VEG SALAD CLR, LIQUID	HOUSE/CARGILL or equiv	61488	6-1 GAL/CS	2		0
256	OLIVE RIPE SLCD BLK SPAIN	Limson Trading, Inc or Equiv.	113510	6-10CANS/CS	15		0
257	ONION DEHY CHPD	HOUSE/CONAFRA OR EQUIV	100040403	6-2#/cs	18		0
258	ORANGES MANDARIN,WHOLE SEGMENTS IN JUICE	Limson Trading, Inc or Equiv.	112004	6-10CANS/CS	100		0
259	PAN COATING SPRAY	HOUSE/PAR-WAY OR EQUIV	17428	6-17 OZ/CS	25		0
260	PAN COATING SPRAY, BUTTER FLAVORED	HOUSE		6-16.5oz/cs	60		0
261	PASTA ELBOW MACARONI	DAKOTA GROWERS or equivalent		2-10 LB/CS	100		0
262	PASTA NOODLE EGG1/8" MED 2-5#	HOUSE		2-5LB/CS	5		0
263	PASTA, PENNE	HOUSE		2-5LB/CS	12		0
264	PASTA SPAGHETTI 10inch	HOUSE		4-5LB/CS	100		0
265	PEACH DCD CUP in JCE, fancy, 4 oz ind. Serv	Dole Packaged Foods or equiv	3073	36-4oz/cs	450		0
266	PEACH HALVES, GRADE A, JUICE PACK	HOUSE	H440	6-10 CAN/CS	12		0
267	PEACH SLCD IN JUICE, GRADE A, YELLOW CLR	HOUSE		6-10 CAN /CS	25		0
268	PEAR HALVES IN JUICE, GRADE A	HOUSE		6-10 CAN /CS	12		0
269	PEAR SLCD IN JUICE, GRADE A	HOUSE		6-10 CAN /CS	50		0
270	Peppers Banana Ring Mild	Treehouse-Bay Valley or equiv		4-1 gal/cs	40		0
271	PEPPERS JALAP SLCD	Treehouse-Bay Valley or equiv		4-1 gal/cs	15		0
272	PEPPER PACKET INDIV	Diamond Crystal or equiv		6-1000 pkts/cs	2		0
273	PEPPERS SWT GREEN DICED, WATER PACK	HOUSE/MOODY DUNBAR or equiv		24-14.5 oz/cs	15		0
274	PICKLE DILL SLCD HAMB 620-685 ct	Treehouse-Bay Valley or equiv	12722891393	4-1 GAL/CS	90		0

Line #	Item Specifications	Manufacturer Brand Name	Manufacturer item #	Pack Size	Bid Quantity	PRICE/EA per case	Extended Price per case
275	PIMIENTO DCD UNPLD	DUNBAR/MOODY DUNBAR OR EQUIV	082001	24-2.5 CAN SZ	1		0
276	PINEAPPLE CHUNKS IN JUICE, GRADE A	HOUSE/LIMSON OR EQUIV	114511	6-10 CAN /CS	35		0
277	PINEAPPLE SLCD IN JUICE, GRADE A	HOUSE/LIMSON OR EQUIV	114502	6-10 CAN /CS	1		0
278	PINEAPPLE TIDBITS IN UNSWT JUICE, GRADE A	HOUSE/LIMSON or equiv	114520	6-10 CAN /CS	165		0
279	POTATO DICED, GRADE A, LS	HOUSE/LAKESIDE FOODS or equiv		6-10 CAN /CS	1		0
280	POTATO GRANULES W/MILK	HOUSE/BASIC AMERICAN or equiv		6-5.31 LB/CS	120		0
281	RAISIN SOUR LEMON 1.5Z BOXES	National Raisin Company or equiv	528-3	200 CT/1.5 OZ/CS	25		0
282	RAISIN, GOLDEN SOUR WATERMELON 1.66Z BOXES SHELF STABLE	National Raisin Company or equiv	00588-7	200 CT/1.6 OZ/CS	141		0
283	RELISH SWT PICKLE	HOUSE	R-810	4-1 GAL/CS	4		0
284	RICE, BROWN, 25#	UNCLE BEN'S/MARS		1-25 LB/CS	12		0
285	SALSA, TOMATO	RED GOLD LLC or Equiv	REDSC99	6-10 CAN/CS	20		0
286	SALT IODIZED	CARGILL	7499	1-25 LB/CS	11		0
287	SAUCE BBQ, ORIGINAL	Sweet Baby Rays or equiv	SJ0440HF	1 GAL JUG	25		0
288	SAUCE BBQ PKT 200 12 gm/cs	Diamond Crystal or equiv	76099	200-12 GM/CS	300		0
289	SAUCE, Boom Boom	Ken's Foods Inc or equiv	KE1936A1	100-1 OZ/CS	90		0
290	SAUCE MARINARA A/P	RED GOLD OR EQUIV	RPKNA99	6-10 CAN/CS	20		0
291	SAUCE MARINARA DIP CUP IND	RED GOLD OR EQUIV	REDNA1Z	250-1 OZ/CS	50		0
292	SAUCE HNY MSTRD ind 1 oz dipping cup	Ken's Foods Inc or equiv	KE0634A1	100-1.5 OZ/CS	275		0
293	SAUCE CHS NACHO JALAP DLX GF	Advanced Foods Products or Equiv	33150	6-10 CAN/CS	110		0
294	SAUCE SPAGHETTI FANCY	RED GOLD or equiv	RPKMA9C	6-10 CAN /CS	120		0
295	SAUCE BUFF WING REDHOT FRANKS	McCormick Inc. or Equiv		4-1 gal/cs	20		0
295	Sauce, Franks's Red Hot Sauce, Packets, 7 gm	McCormick Inc. or Equiv	418540502	200/7 gm pkts/CS	50		0
296	SAUCE SOY	HOUSE	93931124524	4-1 GAL/CS	2		0
297	SAUCE, TACO, MILD, 9GM PACKET	HOUSE		500 9 gm PACKS/CS	35		0
298	SAUCE TOMATO MW	HOUSE/RED GOLD or equiv	GFSHA99	6-10 CAN /CS	115		0
299	SAUCE WORCESTERSHIRE	LEA & PERRINS/H J HEINZ OR EQUIV	5160000001	12-10 FL OZ/CS	1		0
300	SAUCE SWT & SOUR DIP CUP	Diamond Crystal or equiv		100-1 OZ/CS	20		0
301	SEASONING GARDEN NO SALT TRDE	B&G Foods or equiv		1-19OZ	12		0
302	SEASONING GARLIC HERB NO SALT TRDE	B&G Foods or equiv		1-19OZ	6		0
303	SEASONING HERB NO SALT TRDE	B&G Foods or equiv		1-13 oz	1		0
304	SEASONING POULTRY	TRADE EAST/TONE'S or equivalent	27399	1-10 OZ	1		0
305	SEASONING SPAGHETTI ITALIAN	TRADE EAST/TONE'S or equivalent		1-12 OZ	110		0
306	SEASONING TACO MIX	LAWRY'S/UNILEVER or equiv	80110	6-9 OZ/CS	1		0
307	SEASONING VEGETABLE NO SALT TRDE	TRADE EAST/TONE'S or equivalent	9.00454E+13	1-21oz	1		0
308	SEASONING ZESTY NO SALT TRDE	B&G Foods or equiv	9.39016E+11	1-19 OZ	5		0
309	SEED SUNFLWR KERNELS	KARS/KAR NUT /HOUSE	8130	200-1 OZ/CS	20		0
310	SOUP CRM OF CHIX , LS, LOW CHOL	CAMPB HEALTHY REQUEST or equiv	93901647220	12-5 CAN(100oz) /CS	20		0
311	SOUP CRM OF MUSHRM, LS	CAMPBELLS OR EQUIV	9.10024E+13	12-5 CAN(100oz) /CS	1		0
312	SPICE BASIL LEAF	TRADE EAST/TONE'S equivalent	51362	1-5.5 OZ	1		0
313	SPICE BAY LEAF WHOLE	TRADE EAST/TONE'S equivalent	27393	1-2 OZ	1		0

Line #	Item Specifications	Manufacturer Brand Name	Manufacturer item #	Pack Size	Bid Quantity	PRICE/EA per case	Extended Price per case
314	SPICE CELERY SEED GRND	TRADE EAST/TONE'S equivalent	51367	1-16 OZ	1		0
315	SPICE CHILI POWDER MILD	TRADE EAST/TONE'S equivalent	33147	1-16 OZ	27		0
316	SPICE CINNAMON GRND	TRADE EAST/TONE'S equivalent	22472	1-15 OZ	12		0
317	SPICE CUMIN GRND	TRADE EAST/TONE'S or equivalent	27394	1-15 OZ	12		0
318	SPICE DILL WEED	TRADE EAST/TONE'S equivalent	51393	1-5 OZ	1		0
319	SPICE GARLIC POWDER	TRADE EAST/TONE'S equivalent	22483	1-21 OZ	60		0
320	SPICE GINGER GRND	TRADE EAST/TONE'S equivalent	51369	1-16 OZ	1		0
321	SPICE MUSTARD GRND	TRADE EAST/TONE'S equivalent	22492	1-14 OZ	6		0
322	SPICE ONION POWDER	TRADE EAST/TONE'S equivalent	12699	1-19 OZ	17		0
323	SPICE OREGANO GRND	TRADE EAST/TONE'S equivalent	51372	1-12 OZ	1		0
324	SPICE PAPRIKA SPANISH	TRADE EAST/TONE'S or equivalent	22500	1-16 OZ	6		0
325	SPICE PARSLEY FLAKES	TRADE EAST/TONE'S or equivalent	51398	1-11 OZ	2		0
326	SPICE PEPR BLK REG GRIND	TRADE EAST/TONE'S or equivalent	22504	1-5 LB/CS	6		0
327	SPICE SAGE RUBBED	TRADE EAST/TONE'S or equivalent	22517	1-6 OZ	12		0
328	STARCH CORN	ARGO/ACH or equiv	77132	24-1 LB/CS	1		0
329	STUFFING MIX CORNBREAD	UNCLE BEN'S/MARS or equiv	13508	6-56 OZ/CS	20		0
330	SUGAR BROWN LT	MICHIGAN SUGAR OR EQUIV	520238	1-50 LB	12		0
331	SUGAR CANE GRANULATED	HOUSE/ FOODS	404632	1-50 LB	20		0
332	SUGAR PKT 1/11Z	HOUSE	TA04471	3000-1 EA/CS	1		0
333	SUGAR POWDERED 10X	MICHIGAN SUGAR OR EQUIV		12-2#/CS	1		0
334	SUGAR SUB PKT SWT THING	DIXIE/DIAMOND CRYSTAL OR EQUIV	11606	2-1250 CT/CS	1		0
335	SYRUP PANCK CUP Breakfast Low Calorie SF, 1 oz each	Smucker's or equiv	5150002277	100-1 OZ/CS	250		0
336	TEA BAG ICED (1Z=1GAL)	House		96-1 OZ/CS	12		0
337	TEA SWT DECAF BLND CONC	Trident beverages, Inc.or equiv	8.5119E+11	4- .5 gal/CS	25		0
338	TOMATO PASTE CALIF 26%, FANCY LS	PACIFIC COAST PRODUCERS or equiv		6-10 CAN (111oz) /CS	12		0
340	TUNA CHNK LT IN WTR	KITCHEN ESSENTI/LIMSON or eq	115002	6-66.5 OZ/CS	5		0
341	VINEGAR CIDER 4%	HOUSE		6-1 GAL/CS	2		0
342	VINEGAR, WHITE, DISTILLED	HOUSE		4-1GAL/CS	50		0
343	WALKING TACO RF NACHO CHEESE DORITOS WG = 2OEG	PEPSICO/FRITO LAY OR EQUIV	20518	44-1.4OZ BAGS/CS	1		0
344	WATER, DISTILLED	HOUSE		4-1 GAL/CS	1		0
345	WATER,PURIFIED, 10 OZ NON CARBONATED, UNFLAVORED; PLASTIC BOTTLE W/TWIST CAP	ABSOPURE OR EQUIVALENT		30-10 OZ/CS	45		0
346	WATER, PURIFIED, 16.9 OZ NON CARBONATED, UNFLAVORED; PLASTIC BOTTLE W/TWIST CAP	ABSOPURE OR EQUIVALENT	605693	35-16.9 OZ/CS	1250		0
347	FITNESS WATER, NO CALORIES, Berry Flav; 500 MI/ 16.9 oz PLASTIC BOTTLE W/TWIST CAP Propel	Pepsico or equivalent	200	24-16.9 OZ/CS	250		0
348	FITNESS WATER, NO CALORIES, Grape Flav; 500 MI/ 16.9 oz PLASTIC BOTTLE W/TWIST CAP Propel	Pepsico or equivalent	173	24-16.9 OZ/CS	500		0
349	FITNESS WATER, NO CALORIES, Lem Flav; 500 MI/ 16.9 oz PLASTIC BOTTLE W/TWIST CAP Propel	Pepsico or equivalent	167	24-16.9 OZ/CS	20		0
350	WATER SPRKLG ICE BLK RASP NO CALORIE	Talking Rain Beverage Co or equiv	FG0014	12-17oz/cs	180		0
351	WATER SPRKLG ICE LEMND NO CALORIE	Talking Rain Beverage Co or equiv	FG0056	12-17oz/cs	200		0
352	WATER SPRKLG ICE ORNG MANGO NO CALORIE	Talking Rain Beverage Co or equiv	FG0016	12-17oz/cs	165		0

Line #	Item Specifications	Manufacturer Brand Name	Manufacturer item #	Pack Size	Bid Quantity	PRICE/EA per case	Extended Price per case
353	WATER SPRKLG ICE CHRY LIMEADE NO CALORIE	Talking Rain Beverage Co or equiv	FG00066	12-17oz/cs	260		0
354	FITNESS WATER, NO CALORIES, Strw Bry Kiwi Flav; 500 MI/ 16.9 oz PLASTIC BOTTLE W/TWIST CAP Propel	Pepsico or equivalent	171	24/16.9 OZ/CS	250		0
355	FRUIT MIXED CUP IN JCE FANCY	DOLE OR EQUIV	3065	36-4 OZ/CS	1		0
356	FRUIT SAL TROP CUP in JCE FANCY	DOLE OR EQUIV	3048	36-4 OZ/CS	1		0
357	WRAP, FLOUR TORTILLA TOMATO BASIL HERB 12INCH SHELF STABLE	LA BANDERITA OR EQUIV	2737	6-12CT/CS	1		0
358	WRAP, FLOUR TORTILLA SPINACH HERB 12INCH SHELF STABLE	LA BANDERITA OR EQUIV	2736	6-12CT/CS	1		0
NON FOOD							
359	APRON POLY PLAIN WHT 100CT	HOUSE	116475	100-1 EA/CS	30		0
360	Bag, Food Storage, 18 x 24 Inch 2 Gallon, Plastic, Clear, Perforated Roll	Berry Plastics or equiv	621217	500 CT/CS	20		0
361	Bags, #6 6 x 3.6 x 11.1 Inch, Paper, White	AJM PACKAGING CORP.	WB06NP2M	4-500 CT/CS	3		0
362	BAG Lunch with slider zipper , moisture proof "11.25 X 5.625" X 5.0625" w/collector cards	REX Lunch Bags or equiv		250 each/CS	20		0
363	Bags, Saddle Pack, 5.5 x 5.66 Inch, Plastic, Brown Cookie Design	ISLP/FOODHANDLER	21-561CO	2000-1 EA/CS	4		0
364	BLEACH A/P LIQUID FOR CLEANING	ARRAY/JAMES AUSTIN or equiv	41390	6-1 GAL/CS	45		0
365	BOWL FM 12Z LAM WHITE	PACTIV or equiv	YTK1100120000	8-125 CT/CS	55		0
366	BOWL FM 4-5Z LAM WHITE	PACTIV or equiv		10-125 CT/CS	300		0
367	Boxes, Pizza, 14 x 14 x 1.75 Inch, Kraft on Kraft, Printed, B-Flute	Star Pizza Box of Georgia or equiv	C9985BK-14WI	50/ct/cs	32		0
368	CLEANER OVEN NON CAUSTIC 6-24Z EASYOFF	EASY OFF/RECKITT BENCKISER or equiv	6233874017	6-24 OZ/CS	5		0
369	CONTAINER FM 12Z SQT	DART or equiv	12SJ20	20-25 CT/CS	36		0
370	CONTAINER CLEAR 3 COMP 9" HINGED	PACTIV or equiv	YC181123000	200/CS	1		0
371	CONTAINER FM 3CMPT 8.4X8.2 MED HNGD	PACTIV or equiv	YTD188G3	2-75 CT/CS	15		0
372	CONTAINER FM 4Z SQT	DART or equiv	4J6	20-50 CT/CS	2		0
373	CONTAINER FM 8Z SQT	DART or equiv	8SJ12	20-50 CT/CS	15		0
374	CONTAINER FOIL 3CMPT W/LID	HFA Inc. or equivalent	7239TP	250-1 EA/CS	106		0
375	Containers, 5.75 x 5.88 x 3.13 Inch, Plastic, Clear, Hinged, Polystyrene	PACTIV or equiv	CI81160	4-125 CT/CS	20		0
376	Containers, 3-Compartment, 8 Inch, Plastic, Clear, Hinged, Polystyrene	PACTIV or equiv	YC182123000	2-100 CT/CS	3		0
377	COVER BUN PAN 21X6X35 CLR	NATIONAL PLASTEK Inc. or Equiv	21-6-35-001	200-1 EA/CS	75		0
378	Cups, Hot & Cold, 12 Ounce, Foam, White, Tall, Beaded, Polystyrene	DART or equivalent	12J12	20-25 CT/CS	15		0
379	Cups, Hot & Cold, 8 Ounce, Foam, White, Beaded, Polystyrene	DART or equivalent	8J8	40-25 CT/CS	40		0
380	Cups, Hot & Cold, 6 Ounce, Foam, White, Beaded, Polystyrene	DART or equivalent	6J6	40-25 ct	3		0
381	CUP INSERT PARFAIT 4 OZ plastic clear	Sabert Corp or equiv	14003D1000	1000/cs	25		0
382	CUP MUNCHIE PPR 2.5Z	DART or equivalent		20-50 CT/CS	15		0
383	CUP PLASTIC CLD 9Z SQT CLR	PACTIV or equiv	YP9CGFS2	15-65 CT	13		0
384	CUP SOUFF PLAS 2Z TRANSLUCENT	PACTIV or equiv	YS200GFS	12-200 CT/CS	50		0
385	CUP SOUFF PLAS 4Z TRANSLUCENT	Pactiv or equivalent	YS400GFS	12-200/CS	60		0
386	CUP SOUFF PLAS CLD 16 OZ CLR	Pactiv or equivalent	YP160CGFS	10-70 CT/CS	50		0
387	Laundry Detergent, Concentrated, Powdered All-Temperature	US Chemical or equiv	428347	50 lb	1		0
388	DETRGNT LNDRY LIQ 2X HE , TIDE	PROCTER & GAMBLE OR EQUIV	8886	4-100 FLZ/CS	20		0
389	DETRGNT POT & PAN LEMON	JOY/P & G or Equiv	02301	1-5 GAL/CS	12		0

Line #	Item Specifications	Manufacturer Brand Name	Manufacturer item #	Pack Size	Bid Quantity	PRICE/EA per case	Extended Price per case
390	FILM CUTTER BX 12"X2000' 1CT	ANCHOR	7329122	1-2000 FOOT	15		0
391	FILM CUTTER BX 18"X2000' 1CT	ANCHOR or equiv	7329182	1-2000 FOOT	11		0
392	FILTER COFF 12 CUP	BUNN/DOT or equiv	20115.001	2-500 CT/CS	2		0
393	FOIL CUTTER BX STD 18"X500'	Pactiv or equiv	614GF	1-500 FOOT	35		0
394	FOIL SHEETS 9X10.75"	ALCOA / REYNOLDS or equiv	711GF	6-500 CT/CS	20		0
395	FORK PLAS MED WHT FLX POLY	Pactiv or equiv	YFWFWGFSKE	1000-1 EA/CS	50		0
396	GLOVE POLY LRG FS IMPRTD	ISLP/FOODHANDLER or equiv	104-GB6	10-100 CT/CS	1		0
397	GLOVE POLY MED FS IMPRTD	Tradex International, Inc. OR EQUIV	104-GB4	10-100 CT/CS	3		0
398	GLOVE RUBBER LRG NITRILE 12.5" GRN CLEANING CHEMICAL RESISTANT REUSABLE	ARRAY/IMPACT OR EQUIV		1 PAIR	15		0
399	GLOVE, RUBBER MED NITRILE 12-13 INCH GREEN CLEANING CHEMICAL RESISTANT REUSABLE	ARRAY/IMPACT OR EQUIV		1 PAIR	22		0
400	GLOVE, SYNTHETIC POWDER/LATEX FREE, NATURAL LARGE	FOODHANDLER OR EQUIV	103-TNQ16	4/100 CT	50		0
401	GLOVE, SYNTHETIC POWDER/LATEX FREE, NATURAL MEDIUM	FOODHANDLER OR EQUIV	103-TNQ14	4/100 CT	50		0
402	KNIFE PLAS MED WHT FLX POLY	DISPOZ-O/SOLO or equiv	MOWK-0007	1000-1 EA/CS	10		0
403	LID NO VENT 4Z,6Z	DART or equiv	6JLNV	10-100 CT/CS	1		0
404	LID SOUFF 3.25,4Z NO SLOT	Pactiv or equiv	YLS3FRGFS2	20-120 CT/CS	10		0
405	LID SOUFF CLR 1.5,2,2.5Z	Pactiv or equiv	YLS2FRGFS2	24-100 CT/CS	10		0
406	LID VNTD 8FM	DART or equiv	8JL	10-100 CT/CS	1		0
407	LID XSLOT 16,24oz, CLR	Pactiv or equiv	YLP24CG	12-85 ct/cs	40		0
408	LINER PAN QULLON 16.5X24.5	BROWN PAPER GOODS OR EQUIV	0162-1	1000-1 EA/CS	100		0
409	NAPKIN DISP DNNR JR 13X13" 12-500 GFS	SCA Tissue or equiv	820GF/D820	12-500 CT/CS	40		0
410	PAD SCRUB HVY DUTY DK GRN 2-10 ARRAY	ARRAY/ACS SCRUBBLE or equiv	S86-ARRAY	20 CT/CS	12		0
411	PAD STEEL WOOL SOAP H/D	Dot Foods or equiv	88320	12-15 CT/CS	12		0
412	PAN GRABBER, PT HOLDER, Terry Cloth, steam barrier WRIST BND 8.5 X11.5"	House	KE227749	2 CT/PKG	189		0
413	PAPER PATTY DELI SQ 5.5"	HANDY WACKS or equiv	P-55	24-1000 CT/CS	2		0
414	POLISH STAINLESS STEEL AEROSOL	ARRAY OR EQUIV	434518	6-16 oz/CS	3		0
415	SANITIZER SOFT-SERVE CLEANER	Diversey or equiv	90234	100-1 OZ/CS	1		0
416	SPOON PLAS MED WT WHT FLX POLY 1M	Pactiv or equivalent	YFWSWGFSKE	1000-1 EA/CS	59		0
417	SPORK PLAS W/NAPKIN/ 1Milk straw	D&W Fine Pack or equivalent	PSKF-12-1000	1000-1 EA/CS	950		0
418	STRAW 5.75" WRPD MILK WHT 24-500 SOLO	D&W Fine Pack or equivalent	811wmx-2050	24-500 CT/CS	4		0
419	TEST STRIP SANITIZER CHLORINE 1ROLL	BLUE RIDGE TEST PAPERS	818674	1-1 EA	20		0
420	THERM PCKT DIAL 0/+220	Taylor Precision Products or equiv	THP220C	1-1 EA	50		0
421	THERM REF/FRZER -20/+80 1CT	Taylor Precision Products or equiv	5925N	1-1 EA	20		0
422	TRAY, 3 COMP, 4/4/8 OUNCE, 6.5 X 5 X 1.5 IN,PLASTIC, BLACK SQUARE (SNACK TRAY)	PAR-PAK OR EQUIV	21903	72 CT BAG, 14/CS	1		0
423	DOME LID, CLEAR FOR 3 COMP SNACK TRAY(21903)	PAR-PAK OR EQUIV	21939	1000 CT,1/CS	1		0
424	TOWEL DISH BAR RIBBED 16X19"	DEXTER RUSSELL OR EQUIV	700BRT28	12-1 EA/CS	75		0
425	TRAY FM SNACK 5.5X8 WHT	PACTIV or Equiv	GTH1B2S	2-250 CT/CS	100		0
426	TRAY PLAS 2CMPT NACHO 5X6	HOUSE/DART or equivalent	C56NT2GFS	4-125 CT/CS	60		0
427	TRAY PLAS 4Z CLR OFFER VS SRV	REYNOLDS/ALCOA	R4296	2500-1 EA/CS	5		0
428	TRAY PLAS 12" ROUND, BLK	SABERT	9912	36 CT/CS	1		0
429	TRAY PPR FOOD 1#	PACTIV/DOPACO OR EQUIV	23934	4-250 CT/CS	225		0

BID CERTIFICATION

We have carefully examined and fully understand the General Bid Conditions in furnishing the City of Kingsport School Nutrition Services prices for the items requested.

In compliance with the bid awards, and subject to all terms and conditions listed on the General Bid Conditions and sample contract documents, the undersigned offers and agrees to sell to the City of Kingsport School Nutrition Services all items as quoted. It is understood that all prices quoted include any and all delivery charges and are not subject to finance charges. We guarantee the items to be as specified, delivered to schools or warehouse and that unloading will be done in the presence of the warehouse supervisor, SNS manager or designated person so that quantities, brands, and condition of product may be verified. We further agree to provide invoices in duplicate at time of delivery where weight, count, and specification will be verified before the warehouse supervisor or manager or designated person affixes a signature. We also agree that any item quoted by us that does not meet specification or is damaged or unlabeled will be returned at our expense.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

COMPANY

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

FAX

DATE

CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.

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

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

Requested Waiver Items

Product Description	Vendor Item #	Reason for Waiver Request	Approved

**use additional pages if needed*

Note: Approved column is for the SNP purchaser to indicate if they will accept the non-American product or if they reject that item. The SNP will contact the vendor if item is rejected.

“We certify that our food products were manufactured in the United States and have at least 51% U.S. contents.”

Date _____

Vendor Name _____

Completed By _____

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.**
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.**

Organization Name

Bid Number

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

Signature(s)

Date

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE
AGREEMENTS

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

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure 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 sub-awards at all tiers (including sub-contracts, sub- grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____
Name of Grantee

Title of Grant Program

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.

DRUG FREE WORKPLACE REQUIREMENTS:

5. 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:

6. 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:

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

IRAN DIVESTMENT ACT:

9. 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:

10. 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.
11. 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:

12. 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.

SIGNED

BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISION EXPIRES ON: _____