

INVITATION TO BID

Sealed bids for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, **May 8, 2019** and at that time publicly opened in the Council Room, City Hall located at 225 W. Center St., Kingsport, TN. All bids will be considered for award or rejection at a later date.

PRODUCE PRODUCTS FOR CITY OF KINGSPORT SCHOOL NUTRITION SERVICES PROGRAM

Bid documents for the above referenced items are available online at www.kingsporttn.gov/city-services/purchasing/. Interested parties may contact the Procurement Department at 423-378-2134.

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

No submitted bids may be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of bids. All bids shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 225 W. Center St., Kingsport, TN 37660 and marked "PRODUCE PRODUCTS FOR CITY OF KINGSPORT SCHOOL NUTRITION SERVICES PROGRAM". The City by its governing regulations reserves the right to accept or reject any or all bids received, to waive any informalities in bidding and to re-advertise.

PUB 1T: 04/21/2019

Tilden J. Fleming
City Manager

INVITATION TO BID

GENERAL CONDITIONS

PRODUCE PRODUCTS BID for CITY OF KINGSPORT SCHOOL NUTRITION SERVICES PROGRAM

GENERAL

Attached are instructions and conditions for the Produce Products Bid for the Kingsport City Schools Nutrition Services Program.

The intent of this bid to select a supplier for produce items in such a manner as to provide for open and free competition and comparability. This is a cost plus fixed fee bid that to be awarded to one supplier.

All foods must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Sanitary Food Transportation Act of 1990.

Section 9 (j) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(j)) is amended to encourage schools to purchase locally produced foods, to the maximum extent practicable and appropriate. The district may have the opportunity to take advantage of special purchases/deliveries from other sources or locally grown produce. The law allows schools to use geographical preference for the procurement of locally produced foods. This agreement does not prohibit the district from making such purchases. These purchases may be made by school or district wide. Bidders are STRONGLY encouraged to enter into purchase agreements with local producers and supply those local products on the school nutrition bid.

BID PERIOD

The bid period begins April 22, 2019 and ends May 8, 2019.

Sealed written bids will be received at the time and place specified on the Invitation to Bid advertised in the Times Newspaper on April 21, 2019. Bids must be received on/or before the date and time stated on the Invitation to Bid as advertised. Postmark on the Bid by this date will not suffice. Faxed bid documents will not be accepted. All compliant bids will be considered for award or rejection at a later date. All questions regarding this bid should be submitted to **Michelle Ramey, Asst. Procurement Manager**, vramey@k12k.com, no later than 4:00pm, May 2, 2019.

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 delivery fleets to handle predicted volume of goods
- Inadequate sanitation
- Documented unacceptable product

The quantities shown on the bid form are estimated purchase quantities only.

BID OPENING

The City of Kingsport Procurement Manager will receive sealed bids until 4p.m. Eastern Time, May 8, 2019 and at that time publicly opened in the Council Room, City Hall located at 225 W. Center St., Kingsport, TN. The Total Bottom Line Bid Amount will be read at the bid opening. Bid Opening minutes will be posted online at <http://kingsporttn.gov/city-services/purchasing/BidMinutes> at a later date. Bids will also be examined for compliance with the specifications and conditions as outlined in the bid documents. All compliant bids will be considered for award or rejection at a later date.

BID AWARD

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review upon request. 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 a primary supplier for various produce items for the Kingsport City Schools Nutrition Services. The contract will be awarded in writing to the responsive and responsible bidder whose bid is the lowest cost for all items. It is the intent of the City of Kingsport 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 School Nutrition Programs.

The bid submitted must include the following:

- Produce List Bid Form
- Bid Certification Form
- Compliance Affidavit
- Debarment/Suspension Certification Statement
- Certificate of lobbying
- Buy American Waiver Form

All forms must be filled out and signed. All original forms must be signed in blue ink by a person with authority to bind the bid. The Bid must be sealed in an envelope that is labeled according to the directions stated below.

Mark sealed bid envelope as follows:

BID: Produce Products for Kingsport School Nutrition Services
BID OPENING: May 8, 2019
ATTENTION: Procurement Manager, City of Kingsport

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

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

BID PROTEST PROCEDURE

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, City of Kingsport, no later than 10 working days after the award. The hearing official will disclose the dispute to the Tennessee State Department of Education School Nutrition office. The steps for dispute resolution are as follows:

1. A meeting with the School Nutrition Program Supervisor, the City of Kingsport Procurement Manager, 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 will be used.

BID INTENT

The City of Kingsport agrees to use the designated supplier as a primary source for the various items and services as listed herein as well as for comparable substitutes. This agreement does not preclude the City from its ability to purchase such items from other sources when it is in the best overall interest of the City. The City School Nutrition Services may also purchase various items produce items from Department of Defense (DOD) contracts. The City may also from time to time have the opportunity to take advantage of special one-time purchases from other local sources. School Nutrition Services will contact the successful vendor from this bid and allow the vendor the opportunity to provide the same or comparable product at the discounted price.

CONTRACT PERIOD, PRICE ADJUSTMENTS AND RENEWAL

The initial contract period begins July 1, 2019 and ends June 30, 2020.

The bid prices contained in your initial bid submission are considered “firm” for one (1) week and those prices may be adjusted weekly to accurately reflect the changes in the Vendor invoice costs. By 10 am once a week the day prior to the cafeteria manager’s produce ordering day, the Contractor shall fax the school system’s central office a copy of the price list that will be in effect for the following week. The successful contracted supplier will be able to adjust prices upward or downward to reflect their invoice costs on a weekly basis. Kingsport City Schools requires appropriate documentation to support the price adjustment be available for audit by school system officials or their designee. At no time shall the requested price adjustment reflect an increase in the fixed fee. All revised prices must be held firm for one week.

The City of Kingsport 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 with subsequent contract periods beginning July 1 of the then current year through June 30 of the following year. The City of Kingsport 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.

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 reserves the right to change the item identifications, decrease items and/or delete items.

BID PREPARATION

Each supplier should bid on all items on the bid document. This is a **cost plus fixed fee Bid**. The bid should reflect the price for fresh and pre-cut produce that would be procured by City of Kingsport School Nutrition Program for the week of July 8 - 12, 2019. The bid prices contained in the initial bid submission are considered “firm” for one (1) week. The selling prices quoted should be bottom line vendor cost plus fixed fee. **The fixed fee shall remain the same throughout the award period.**

Total bottom line bid amount will be determined by multiplying each unit cost (vendor cost plus fixed fee) times the estimated annual usage figure and then by totaling all 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 bid amount. City of Kingsport School Nutrition Program will recalculate usage and line extensions to make necessary conversions for differences in pack size. The total bottom line bid amount will be adjusted if mathematical conversions and extensions indicate the need for correction.

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.

The total bottom line bid amount (sum of extended prices) **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.

Mathematical calculations involving decimals must be carried to two (2) places.

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

The award of this bid will be based on the lowest total bottom line bid amount after any needed corrections are made. The extended cost on a line will be adjusted if mathematical conversions and extensions indicate the need for correction.

All bids shall be in accordance with the instructions to bidders and specifications.

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**, City of Kingsport, 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 the locations provided below.

ORDERS

All orders will be placed with a company representative, electronically, or by fax by the City of Kingsport School Nutrition Services Program. Pre-numbered purchase orders with firm fixed prices will be used after the formal bidding process.

It is further understood and agreed between the parties that if any agreement results from this bid invitation, the City shall not be obligated to purchase or pay for items covered by this statement, unless and until, they are ordered and delivered to the City.

DELIVERY

The successful bidder is required to provide the names of the drivers and finalize plans for the year within two weeks of notification for first orders for delivery on July 1, 2019 before 9:30 A.M.

Items are to be delivered to the following school locations:

Jackson Elementary	600 Jackson Street
Jefferson Elementary	2216 Westmoreland Avenue
Johnson Elementary	1001 Ormond Drive
John Adams Elementary	2727 Edinburgh Channel Road
Kennedy Elementary	1500 Woodland Avenue
Lincoln Elementary	1000 Summer Street
Palmer Center	1609 Fort Henry Drive
Roosevelt Elementary	1051 Lake Street
Washington Elementary	1100 Bellingham Drive
Robinson Middle School	1517 Jessee Street
Sevier Middle School	1200 Wateree Street
Dobyns-Bennett High School	1701 East Center Street

It is required that the deliveries occur on the first open school day of each week that school is in session and in most cases this is on Monday. A school year 2019-20 calendar has been included for reference. Delivery times must be scheduled to the satisfaction of the school cafeteria manager. No deliveries will be received while meals are being served or after 2 pm. We reserve the right to refuse products that are delivered late, show evidence of damage 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 product on clean crates or boxes for proper storage at each school.

No substitutions of delivery days or times can be made without prior approval of the City of Kingsport School Nutrition Services Supervisor. 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 HACCP (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.

Each carrier shall furnish a Certificate of Insurance issued by an insurance company showing that the City of Kingsport 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 of Kingsport commodities, and injury or death to third persons or the carrier's employees. Carrier will assume full common liability of all shipments.

In the event vendor fails to deliver on the specified date, and does not notify the Supervisor of School Nutrition Services, the City of Kingsport reserves the right to terminate the contract in whole or in part by providing notification in writing. 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.

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.

A delivery ticket must be furnished at the time of delivery. Delivery ticket and/or invoice 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 cafeteria manager or designee and the person delivering.

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

PAYMENTS

Invoices will be balanced with the statement and processed for payment based upon cost plus fixed fee pricing. If incorrect pricing is sent on invoices, corrections will be made before payment. Statement must include any credits issued during the month.

All products supplied 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.

If any agreement results from this bid invitation, the City shall be bound hereunder only to the extent of funds available or which may hereafter become available for the purpose of this agreement.

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.

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 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 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 other obligation the City may owe to the Vendor any damages the School System suffers by reason of any event of breach;
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

CONTRACT TERMINATION FOR CAUSE

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, the City shall have the option of awarding the contract to the next lowest bidder or re-bidding.

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. The City 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 be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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 The City of Kingsport 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) City of Kingsport 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 shall be:
 - a. Reprimand by the governing body;
 - b. Dismissal by governing body;
 - c. Any legal action necessary.

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).
- 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.

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 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer.



2019-2020 School Calendar

Features 178 instructional days
 7 In-Service Days (Includes Convocation)
 5 Administrative Days (Includes 2 Parent Teacher Conference Days)
 4 Banked Snow Days

Teacher Work Days (no student attendance)

New Teacher Orientation	TBD
In-service Day	July 29
Faculty Convocation	July 30
In-service Day	July 31
Administrative Days	Aug. 1-2
Parent/Teacher Conference Day	Sept. 13
In-service Day	Oct. 4
In-service Day	Jan. 6
Parent/Teacher Conference Day	Feb. 7
In-service Day	Mar. 13
Administrative Day	May 22
In-service Day	May 26

School Dismissal Days (no student or teacher attendance)

Labor Day	Sept. 2
Fall Break	Oct. 14-18
Thanksgiving Break	Nov. 27-29
Winter Break	Dec. 23-Jan. 3
MLK Day	Jan. 20
Spring Break	Mar. 23-27
Spring Holiday	Apr. 10

Testing Dates (tbd)

TCAP

1st Semester EOC

2nd Semester EOC

Return to School Dates (for students)

First Semester	Monday, Aug. 5, 2019
Second Semester	Tuesday, Jan. 7, 2020

July	August	September
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6	1 2 3	1 2 3 4 5 6 7
7 8 9 10 11 12 13	4 5 6 7 8 9 10	8 9 10 11 12 13 14
14 15 16 17 18 19 20	11 12 13 14 15 16 17	15 16 17 18 19 20 21
21 22 23 24 25 26 27	18 19 20 21 22 23 24	22 23 24 25 26 27 28
28 29 30 31	25 26 27 28 29 30 31	29 30
October	November	December
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5	1 2	1 2 3 4 5 6 7
6 7 8 9 10 11 12	3 4 5 6 7 8 9	8 9 10 11 12 13 14
13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21
20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28
27 28 29 30 31	24 25 26 27 28 29 30	29 30 31
January	February	March
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4	1	1 2 3 4 5 6 7
5 6 7 8 9 10 11	2 3 4 5 6 7 8	8 9 10 11 12 13 14
12 13 14 15 16 17 18	9 10 11 12 13 14 15	15 16 17 18 19 20 21
19 20 21 22 23 24 25	16 17 18 19 20 21 22	22 23 24 25 26 27 28
26 27 28 29 30 31	23 24 25 26 27 28 29	29 30 31
April	May	June
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4	1 2	1 2 3 4 5 6
5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13
12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20
19 20 21 22 23 24 25	17 18 19 20 21 22 G	21 22 23 24 25 26 27
26 27 28 29 30	24 25 26 27 28 29 30	28 29 30

Admin. Day	In-service Day	No School	1st Day of School	Early Dismissal	TCAP Tests (Tentative)	Parent Conference Day	D-B Graduation

Report Card Distribution

Sept. 5 Progress	Oct. 10	Nov. 14 Progress	Jan. 9	Feb. 6 Progress	March 19	April 23 Progress	May 21
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Approved 2019-2020 Calendar
 (10/11/18)

Sample

CONTRACT

This Contract, made and entered into on this the 1st day of July 2019, 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:

PRODUCE PRODUCTS FOR THE 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 18th day of December 2018; 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 April 21, 2019.
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, 2019 to February 29, 2020. The Contract will be awarded for a period of (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, 2020. 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 1, 2019.

- A required delivery schedule follows:
(All Addresses are Kingsport, TN)
 - Mondays
 - 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
 - Dobyys 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.

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 Products 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 Supervisor 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

Regulations may 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

KINGSPORT CITY SCHOOLS

COST PLUS FIXED FEE - PRODUCE BID

Bid amount week designation
JULY 8-12, 2019

Company Name

All Pre-Cut Fruits and Vegetables shall have a minimum of 7 days shelf life upon deliver to schools

Note: Estimates provided are not guarantees of the actual volume of produce that will be purchased

ITEM - SPECIFICATIONS	COUNT	UNIT TO BID	VENDOR BID AMOUNT	FIXED FEE	TOTAL UNIT COST (Vendor Bid Amount + Fixed Fee)	EST. ANNUAL USAGE	TOTAL COST (Unit Cost x Estimated annual usage)
Apple - Golden Delicious - U.S. Fancy firm, crisp, well-colored	125 count	40 lb				100	
Apple - Granny Smith - U.S. Fancy, firm, crisp, well-colored	125 count	40 lb				50	
Apple - Red Delicious - U.S. Fancy, firm, crisp, well-colored	125 count	40 lb				75	
Apple - Fuji, U.S. Fancy, firm, crisp, well-colored	125 count	40 lb				30	
Apple - Gala, U.S. Fancy, firm, crisp, well-colored	125 count	40 lb				30	
Bananas - Medium size, Index # 3-5 in peel color yellowish green, free from bruises, scars, discoloration, uniform length and ripeness	10 pounds or less. Price per pound	per pound				200	
Bananas - Medium size, Index # 3-5 in peel color yellowish green, free from bruises, scars, discoloration, uniform length and ripeness	100-120 count	40 lb				500	
Blueberries - US #1, firm plump and dry. Deep purple or black blue color with silvery sheen	12/6-oz pints	12 pints per flat				130	
Broccoli Florets, ready to serve - small flower with none opened to show bright yellow flower, should be dark or sage green, sulfite free packaging gas permeable, code dated	Varies	3 #				210	
*Cantaloupe - US #1 firm, fresh melon, not overripe and free from blemishes or signs of decay	1 count	size 12				61	
*Cantaloupe - US #1 firm, fresh melon, not overripe and free from blemishes or signs of decay	12 count /size 12	12 ct				25	
Carrots, Baby short cut, US #1, ready to serve, firm, crisp, good orange color, sulfite free, gas permeable packaging, code dated	5 lb bags	20 lb				543	

KINGSPORT CITY SCHOOLS

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JULY 8-12, 2019

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ITEM - SPECIFICATIONS	COUNT	UNIT TO BID	VENDOR BID AMOUNT	FIXED FEE	TOTAL UNIT COST	EST. ANNUAL USAGE	TOTAL COST
Cauliflower Florets - ready to serve, sulfite free gas permeable package, creamy white buds, compact and firm, with a shelf-life, of one week, without showing signs of decay, code dated	varies	3 #				156	
Celery - Whole, US # 1 grade standard , fresh crisp, solid, rigid with glossy surface, stalks should be light to medium green with mostly green leaflets, shelf life of one week without showing signs of decay, stalks approx. 16" long unsleeved	n/a	Medium to Large Stalk/ bunch				590	
Coleslaw Mix - fresh cut, mixture of chopped green cabbage with some carrot, sulfite free gas permeable package, code dated	n/a	5 #				150	
Cucumbers - Fresh to be packed US Fancy grade standard (medium, slicing type), firm, good green color, well developed and shaped	Varies 6" long	5 lb				500	
Grapes, Fresh Green Seedless - US Fancy grade standard - firm, no decay, shelf life of one week without showing signs of decay	n/a	23-18 lb				380	
Grapes, Fresh Red Seedless US Fancy grade standard - firm, no decay, shelf life of one week without showing signs of decay	n/a	23-18 lb				195	
Honeydew , Fresh; to be packed to US No. 1 Standard- firm, fresh melon, not overripe and free from blemishes or signs of decay	4-5 count size	each				200	
Kiwifruit: 33 count; to be tray packed to U.S. No. 1 Grade standard ; domestic product to be provided when available; to be packed in single -layer flats; growing location to be provided with price quotes.	33-39 count	7.5# case				137	
Lemons, Fresh: to be packed to U.S. No. 1 Grade standard, 165 - count	165 count	per pound				10	
Lettuce, - Calif/Romaine Mix, Chopped - salad mix, fresh, in sealed bags	5 lb bags	5 pound				150	

KINGSPORT CITY SCHOOLS

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ITEM - SPECIFICATIONS	COUNT	UNIT TO BID	VENDOR BID AMOUNT	FIXED FEE	TOTAL UNIT COST	EST. ANNUAL USAGE	TOTAL COST
Lettuce, Romaine, Chopped - salad mix, fresh, in sealed bags	2 lb bag	6 lb				150	
Lettuce, Shredded - iceberg type, 1/4" shred, fresh and in sealed bags	5 lb bag	5 lb				300	
Onions Yellow, Fresh: U.S. No. 1 Grade Standard - Jumbo, mature round to oval. Approx. 2 1/2" in diameter. Mild in flavor, dry, hard and firm with small necks, covered with paper outer scales	Varies	per pound				100	
Onions, Green , Fresh- U.S. No. 1 Grade Standard fresh and crisp	12/bunch	1 doz				12	
Onions, Red , Fresh: U.S. No. 1 Grade Standard:- mature, round to oval, mild in flavor for eating raw or cooking, dry, hard and firm with small necks	Varies	per pound				10	
Oranges - Fresh, to be packed to U.S. No. 1 Grade Standard; navel firm, no decay, well formed with good color, reasonably smooth skin	113 (AZ & CA) 125 (FL & TX)	38 - 45 lb				300	
*Peppers, Bell, Fresh: to be packed to U.S. No. 1 Grade standard, medium size, green color	Varies	per pound				300	
*Peppers, Red Bell Fresh: to be packed to U.S. No. 1 Grade standard minimum 2.5" x 2.5" - medium size, firm with red-orange glossy color, relatively heavy weight	Varies	per pound				30	
*Potatoes, Sweet - U.S. No. 1 grade standard packed golden orange color inside, firm flesh, free from blemishes	Varies	40 lb				20	
*Potatoes, White, Baking - U.S. No. 1 Grade standard , Idaho, firm flesh, free from decay, 50 # carton	80 count	50 lb				50	
Salad Mix (iceberg, carrots, cabbage) - fresh and in sealed bags	5 lb bag	5 lb				50	
Spinach (stemmed and washed) - curly leaf, green, crisp, tender leaves free from insects, blemishes, dirt and decay	2.5 # bag	2.5 lb bag				300	

KINGSPORT CITY SCHOOLS

COST PLUS FIXED FEE - PRODUCE BID

Bid amount week designation JULY 8-12, 2019	Company Name
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Note: Estimates provided are not guarantees of the actual volume of produce that will be purchased

ITEM - SPECIFICATIONS	COUNT	UNIT TO BID	VENDOR BID AMOUNT	FIXED FEE	TOTAL UNIT COST	EST. ANNUAL USAGE	TOTAL COST
* Strawberries -Fresh: to be packed to U.S. No. 1 Grade Standard All varieties - no bruising or signs of decay.	pound	pound				300	
* Tomatoes, Fresh U. S. No. 1 Grade Standard (Extra Large, stage 5 ripeness) -layer packed, rich red color, well shaped, smooth and firm, must be free from blemishes, cracks, green or sunburned areas, not overripe or bruised.	Large or Extra Large	pound				200	
Tomatoes, Grape - U.S. No. 1 Grade Standard, Rich red color, well shaped, smooth and firm, approx 1" in diameter	12 /10 oz	12/ 10 oz				150	
* Watermelon - Seedless, Large U.S. No. 1 Grade Standard	Individual	22-26 lb each				150	
Total Bottom Line Bid Amount							

* Bids for items will be accepted from local farmers. All bid conditions have to be met on these items.

Authorized Bidder's Signature	Date
Authorized Bidder's Name	Position

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

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 COMMISSION EXPIRES ON: _____

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

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 _____