

## INVITATION TO BID

Sealed bids for the following will be received by the Procurement Manager until 4:00 PM Eastern Time on March 1, 2023, and at that time publicly opened in Conference Room 436, 4th floor, City Hall, located at 415 Broad Street, Kingsport, Tennessee. All proposals will be considered for award at a later date.

PROJECT: Produce Products for Kingsport City Schools Nutrition Services Program

Documents for the above referenced project are available online at <https://www.kingsporttn.gov/city-services/purchasing/>. Interested parties may also contact the Kingsport City Schools Procurement at (423) 378-2134.

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

Submitted proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street, Kingsport, TN 37660 and marked "PRODUCE FOR KCS NUTRITION SERVICES". The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive informalities in bidding and re-advertise.

PUB IT: 02/12/2023

Chris McCartt  
City Manager



### **Required Documents Checklist for Bids**

Please ensure your Bid Submittal contains the items referenced below. Place a check beside each item once you have verified that the requested item is affixed or included.

The following items are required to be included with your Bid submittal:

- Signed & Notarized Compliance Affidavits Form
- Signed & Completed Bid Form
- Signed & Completed Bid Certification
- Signed & Completed Certification Regarding Debarment & Suspension
- Signed & Completed Certification Regarding Lobbying
- Signed & Completed Certification Regarding "Buy American"

**\*\*\*Failure to include the above referenced items may result in rejection of your Bid\*\*\***

**INVITATION TO BID**  
**PRODUCE PRODUCTS**  
**KINGSPORT CITY SCHOOLS NUTRITION SERVICES PROGRAM**

**GENERAL**

Attached are instructions and conditions for the Produce Products Bid for the Kingsport City Schools Nutrition Services Program (hereinafter School Nutrition Program or School Nutrition Services).

The intent of this bid is 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 is 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 February 12, 2023, and ends March 1, 2023.

Sealed written bids will be received at the time and place specified on the Invitation to Bid advertised in the Times News on February 12, 2023. 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 Sandra Sloan, Asst. Procurement Manager, Schools, [ssloan@k12k.com](mailto:ssloan@k12k.com) no later than 4:00 PM on February 17, 2023.

**CONTRACTOR 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

## **BID OPENING**

The City of Kingsport Procurement Manager will receive sealed bids until 4:00 PM Eastern Time, March 1, 2023, and at that time publicly open them in Conference Room 436, Kingsport City Hall, 415 Broad Street, Kingsport, TN. The Total Bottom Line Bid Amount will be read at the Bid Opening. Bid Opening minutes will be posted online at <https://www.kingsporttn.gov/city-services/purchasing/> 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 quantities shown on the bid form are estimated purchase quantities only. 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 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 Program.

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. The Compliance Affidavit must be signed and notarized. 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.

The bid must be marked as below and delivered to the following address:

**City of Kingsport  
Procurement Manager  
415 Broad Street  
Kingsport, TN 37660  
RFP KCS SNS PRODUCE**

## **BID PROTEST PROCEDURE**

The City of Kingsport reserves the right to accept or reject any or all bids. If a prospective Contractor does not agree with the bid award, they have the right to protest. Protestors are urged to seek resolution initially with the City of Kingsport Procurement Manager. Disputes arising from the award of this bid must be submitted in writing to the Procurement Manager, City of Kingsport, with a copy to the City Manager, no later than five (5) 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 will be held 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. School Nutrition Services may also purchase various 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 Contractor from this bid and allow the Contractor 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, 2023 and ends June 30, 2024.

**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 Contractor invoice costs. By 10:00 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. School Nutrition Services 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 the School Nutrition Program for the week of July 10 - 14, 2023. The bid prices contained in the initial bid submission are considered "firm" for one (1) week. The selling prices quoted should be bottom line Contractor 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 (Contractor cost plus fixed fee) times the estimated annual usage figure and then by totaling all extended dollar figures. In the event a Contractor 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. The School Nutrition Program will recalculate usage and line extensions to make necessary conversions for differences in package 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 or never used item estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on the 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.

All 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 Sandra Sloan, Assistant Procurement Manager, Schools, [ssloan@k12k.com](mailto:ssloan@k12k.com). These items will be included in the addendum that will be published February 22, 2023.

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 School Nutrition Services. 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 prior to July 1, 2023.

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
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 2023-2024 school year 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 2:00 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 School Nutrition Services Supervisor. **Delivery schedules will be altered to meet holiday and snow day schedules.** Deliveries will be FOB destination to each school. Stock is to be placed adjacent to the appropriate storage area as designated by the school 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 Contractor fails to deliver on the specified date, and does not notify the School Nutrition Services Supervisor, 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 school cafeteria manager or designee; show purchase order number, quantity, and price of each item delivered and the 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 school 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. 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 Contractor MUST be paid by non-school nutrition funds. Contractors 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.

### **CONTRACTOR PERFORMANCE**

If the Contractor 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 the Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given an opportunity to correct the problems. Documentation will be kept on file. Any Contractor with continued poor performance will be removed from the potential Contractor 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 Contractor 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:

- Failure to provide products or services that conform to contract requirements
- Failure to maintain/submit any report required hereunder
- Failure to perform in full or in part any of the other conditions of the contract
- 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 Contractor 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 the contract with notice provided to the Contractor.
2. Give the Contractor 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 Contractor during the period from the date of such notice until such time as the City determines that the Contractor has cured the breach, shall not be paid to the Contractor until the Contractor has cured the breach.
3. Set off against any other obligation the City may owe to the Contractor any damages the City 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 the 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 Contractor, terminate the 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 Contractor at least 30 days prior to the effective date of the 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 School Nutrition Services Program requests that Contractors 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 Contractor item name and code, country of origin, and reason why Buy American is not possible on the Buy American Waiver.

### **DISCRIMINATION**

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write to United States Department of Agriculture, Director, Center for Civil Rights Enforcement, 1400 Independence Avenue, SW, Washington D.C. 20250-9410. For further information, contact the Office of Assistant Secretary for Civil Rights, Information Research Service, on (866) 632-9992 (toll free) or send an email to the Office of the Assistant Secretary for Civil Rights at [CR-INFO@usda.gov](mailto:CR-INFO@usda.gov). Individuals who are deaf, hard of hearing, or have speech disabilities, may contact through the Federal Relay Service on 711 or (800) 845-6136 (Spanish). or call (800) 795-3272 or 202-720-6382(TTY).

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

DRUG FREE WORKPLACE REQUIREMENTS:

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

ELIGIBILITY:

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

GENERAL:

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

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act ( TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and

in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

**NON-COLLUSION:**

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

**BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:**

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

**NON-BOYCOTT OF ISRAEL AFFIDAVIT**

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier 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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

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

SIGNED

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: \_\_\_\_\_

BY (NOTARY PUBLIC): \_\_\_\_\_

MY COMMISION EXPIRES ON: \_\_\_\_\_

**KINGSPORT CITY SCHOOLS  
COST PLUS FIXED FEE - PRODUCE BID**

Bid amount week designation  
JULY 8-14 2023

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 July 8-12, 2023

ITEM - SPECIFICATIONS	COUNT	UNIT TO BID	YOUR BID AMOUNT	FIXED FEE	TOTAL UNIT COST	EST. ANNUAL USAGE	TOTAL COST
Apple - Golden Delicious - U.S. Fancy firm, crisp, well-colored	125 count	40 lb				50	
Apple - Granny Smith - U.S. Fancy, firm, crisp, well-colored	125 count	40 lb				20	
Apple - Red Delicious - U.S. Fancy, firm, crisp, well-colored	125 count	40 lb				50	
Apple - Fuji, U.S. Fancy, firm, crisp, well-colored	125 count	40 lb				20	
Apple - Gala, U.S. Fancy, firm, crisp, well-colored	125 count	40 lb				20	
Fresh Cut Apple Slices, IW	2 oz package	100				100	
Fresh Cut Apple Slices, IW	3 oz package	100				20	
Applesauce, Flavored individual cup	4.5 oz cup	96				450	
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				90	
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	
Blackberries - US # 1 firm plump and dry. Deep purple or black blue color	12/6 oz	12/6 oz				30	
Blueberries - US #1, firm plump and dry. Deep purple or black blue color with silvery sheen	12 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 #				75	
Broccoli Slaw Mix - RTE package	Varies	3 #				25	
*Cantaloupe - US #1 firm, fresh melon, not overripe and free from blemishes or signs of decay	1 count	size 12				50	
*Cantaloupe - US #1 firm, fresh melon, not overripe and free from blemishes or signs of decay	12 count /size 12	12 ct				25	
Canteloupe _ US #1 Chunks firm fresh melon, not overripe and free from blemishes packaged RTE	5 pounds	1 ct				50	

## KINGSPORT CITY SCHOOLS COST PLUS FIXED FEE - PRODUCE BID

Bid amount week designation  
JULY 8-14 2023

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	YOUR BID AMOUNT	FIXED FEE	TOTAL UNIT COST	EST. ANNUAL USAGE	TOTAL COST
<b>Carrots, Baby short cut, US #1,</b> ready to serve, firm, crisp, good orange color, sulfite free, gas permeable packaging, code dated	5 lb bags	20 lb				400	
<b>Cauliflower Florets</b> - 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 #				35	
<b>Cauliflower Rainbow Florets,</b> indiv packaged	36/2 oz	36/2 oz				35	
<b>Celery - Whole, US # 1 grade standard,</b> 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	varies	Medium to Large Stalk/ bunch				50	
<b>Coleslaw Mix</b> - fresh cut, mixture of chopped green cabbage with some carrot, sulfite free gas permeable package, code dated	n/a	5 #				110	
<b>Cottage Cheese,</b> lowfat large/small curd	pound	5 #				20	
<b>Clementine, fresh whole</b>	pound	20#				30	
<b>Cucumbers - Fresh to be packed US Fancy grade standard</b> (medium, slicing type), firm, good green color, well developed and shaped	Varies 6" long	5 lb				500	
<b>Eggs, Large Hard Boiled</b> - bucket	pound	20#				50	
<b>Grapes, Fresh Green Seedless - US Fancy grade standard</b> - firm, no decay, shelf life of one week without showing signs of decay	n/a	23-18 lb				50	
<b>Grapes, Fresh Red Seedless US Fancy grade standard</b> - firm, no decay, shelf life of one week without showing signs of decay	n/a	23-18 lb				100	
<b>Honeydew , Whole Fresh; to be packed to US No. 1 Standard-</b> firm, fresh melon, not overripe and free from blemishes or signs of decay	4-5 count size	each				50	



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<b>Honeydew , Fresh Cubed/Chunks; to be packed to US No. 1 Standard-</b> firm, fresh melon, not overripe and free from blemishes or signs of decay	1 ct	5 #				200	
<b>Kiwifruit: 33 count; to be tray packed to U.S. No. 1 Grade standard;</b> 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				100	
<b>Lemons, Fresh:</b> to be packed to U.S. No. 1 Grade standard, 165 - count	165 count	per pound				10	
<b>Lettuce, - Calif/Romaine Mix, Chopped</b> - salad mix, fresh, in sealed bags	5 lb bags	5 pound				150	
<b>Lettuce, Romaine, Chopped</b> - salad mix, fresh, in sealed bags	2 lb bag	6 lb				150	
<b>Lettuce, Shredded</b> - iceberg type, 1/4" shred, fresh and in sealed bags	5 lb bag	5 lb				150	
<b>Lettuce, Spring Mix</b>	3 # bag	3 #				20	
<b>Mango, Fresh Chunks</b>	1 ct	5 #				20	
<b>Onions Yellow, Fresh: U.S. No. 1 Grade Standard -</b> 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	
<b>Onions, Green , Fresh- U.S. No. 1 Grade Standard</b> fresh and crisp	12/bunch	1 doz				50	
<b>Onions, Red , Fresh: U.S. No. 1 Grade Standard:-</b> mature, round to oval, mild in flavor for eating raw or cooking, dry, hard and firm with small necks	Varies	per pound				10	
<b>Oranges - Fresh, to be packed to U.S. No. 1 Grade Standard;</b> navel firm, no decay, well formed with good color, reasonably smooth skin	113 (AZ & CA) 125 (FL & TX)	38 - 45 lb				150	
<b>Pea Sugar Snap, Fresh IW with ranch</b>	2 oz package	50/2 oz				32	

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<b>Pear, Bartlett Fresh</b> US No. 1 Grade Standard	1/110 ct	1/110 ct				32	
<b>Pear, Danjou Fresh</b> US No. 1 Grade Standard	1/110 ct	1/110 ct				32	
<b>*Peppers, Bell, Fresh:</b> to be packed to U.S. No. 1 Grade standard, medium size, green color	Varies	per pound				50	
<b>*Peppers, Red</b> 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	
<b>Pepper, Yellow</b> Bell Fresh US No. 1 Grade Standard, medium size, yellow glossy color, heavy weight	Varies	per pound				20	
<b>Pineapple, Fresh Chunks</b>	5 # package	5 # package				20	
<b>Plum, Fresh Red or Black</b> US No. 1 grade standard firm, no decay, good color and smooth skin	1/25 pound	1/25 pound				50	
<b>*Potatoes, Sweet</b> - U.S. No. 1 grade standard packed golden orange color inside, firm flesh, free from blemishes	Varies	40 lb				20	
<b>Potatoes, Sweet Sliced Raw IW</b>	50/2 oz	50/ 2oz				50	
<b>*Potatoes, White, Baking - U.S. No. 1 Grade standard,</b> Idaho, firm flesh, free from decay, 50 # carton	80 count	50 lb				20	
<b>Raspberry, Fresh,</b> US No. 1 grade standard, firm plump and dry, red color	12/ 6 oz	12/6 oz				30	
<b>Salad Mix</b> (iceberg, carrots, cabbage) - fresh and in sealed bags	5 lb bag	5 lb				50	
<b>Romaine Mix</b> - fresh cut pieces and in sealed bags	5 lb bag	5 lb				50	
<b>Spinach</b> (stemmed and washed) - curly leaf, green, crisp, tender leaves free from insects, blemishes, dirt and decay	2.5 # bag	2.5 lb bag				400	
<b>*Strawberries -Fresh: to be packed to U.S. No. 1 Grade Standard</b> All varieties - no bruising or signs of decay.	pound	pound				250	

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ITEM - SPECIFICATIONS	COUNT	UNIT TO BID	YOUR BID AMOUNT	FIXED FEE	TOTAL UNIT COST	EST. ANNUAL USAGE	TOTAL COST
<b>Squash, Yellow Fresh</b> , firm smooth, yellow skin, no blemishes	pound	5 #				30	
<b>Squash, Zucchini Fresh</b> , firm smooth, green skin, no blemishes	pound	5 #				30	
<b>*Tomatoes, Fresh U. S. No. 1 Grade Standard</b> (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				120	
<b>Tomatoes, Grape</b> - U.S. No. 1 Grade Standard, Rich red color, well shaped, smooth and firm, approx 1" in diameter	12 /10 oz	12/ 10 oz				200	
<b>Watermelon</b> - fresh seedless chunks	1 ct	5 # pack				50	
<b>*Watermelon</b> - Seedless, Large U.S. No. 1 Grade Standard	Individual	22-26 lb each				50	

\* 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, School Nutrition Services 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 School Nutrition Services 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.

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

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PRINT NAME OF AUTHORIZED REPRESENTATIVE

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TITLE OF AUTHORIZED REPRESENTATIVE

---

COMPANY

---

ADDRESS

---

CITY, STATE, ZIP CODE

---

TELEPHONE

FAX

---

DATE

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

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- (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.

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Organization Name

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

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Signature(s)

Date

## CERTIFICATION REGARDING LOBBYING

**Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts  
Exceeding \$100,000 in Federal Funds.**

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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Name/Address of Organization

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Name/Title of Submitting Official

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**Signature**

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**Date**

## Buy American Certification

We require that suppliers comply with the Buy American provision in all program meals and:

- 1) certify that the products they are offering are domestic; **or**
- 2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least( ) days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				

**In all cases, the School Food Authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.**

What other alternatives to using non-domestic food products were considered?

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I/We, \_\_\_\_\_, certify that all food items on this bid have at least \_\_\_\_\_ percent U.S. content and were processed in the U.S., except for those listed above.

### Vendor Certification

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*Authorized signature*

---

*Date*



### **Required Documents Checklist for Bids**

Please ensure your Bid Submittal contains the items referenced below. Place a check beside each item once you have verified that the requested item is affixed or included.

The following items are required to be included with your Bid submittal:

- Signed & Notarized Compliance Affidavits Form
- Signed & Completed Bid Form
- Signed & Completed Bid Certification
- Signed & Completed Certification Regarding Debarment & Suspension
- Signed & Completed Certification Regarding Lobbying
- Signed & Completed Certification Regarding "Buy American"

**\*\*\*Failure to include the above referenced items may result in rejection of your Bid\*\*\***