

INVITATION TO BID

Sealed bids for the following item will be received by the Procurement Manager until 4:00 P.M. Eastern Time, April 26, 2023 and at that time publicly opened in Conference Room 436 in City Hall, located at 415 Broad Street, Kingsport, Tennessee. All bids will be considered for award or rejection at a later date.

ITEM –REBID SCHOOL NUTRITION SERVICES ICE CREAM PRODUCTS

Bid documents for the above referenced item are available online at <https://www.kingsporttn.gov/city-services/purchasing/invitations-to-bid-requests-for-proposals-requests-for-qualifications/> Interested parties may also contact Kingsport City Schools Procurement 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No submitted bids may be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of bids.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, 415 Broad Street, Kingsport, TN 37660 and marked “SNS ICE CREAM PRODUCTS”. 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: 04/12/2023

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 ICE CREAM PRODUCTS

GENERAL

Attached are instructions and conditions for submitting an Ice Cream Products Bid for City of Kingsport's Kingsport City Schools Nutrition Services, hereinafter referred to as the City or KCS.

The objective of this bidding effort is to select a supplier for ice cream products in such a manner as to provide for open and free competition and comparability. This is a firm fixed price bid to be awarded to the bidder. This bid does not require the vendor(s) to supply any display or storage coolers or freezers to school locations.

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.

BID PERIOD

The bid period begins April 12, 2023, and ends April 26, 2023.

Sealed written bids will be received at the time and place specified below. Postmark on the Bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed bid documents will not be accepted. All bids will be considered for award or rejection at a later date.

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

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

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

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

BID AWARD

The City of Kingsport Procurement Manager will receive sealed bids until 4:00 PM, Eastern Time, April 26, 2023, and at that time publicly open the bids in Conference Room 436, City Hall located at 415 Broad Street, Kingsport, Tennessee. Line item bid prices will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document. All bids will be considered for award or rejection at a later date.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available

for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The intent of this invitation to bid is to select one primary supplier for all of the items requested in this bid for one (1) year with the option to renew all aspects of the contract resulting from this bid one year at a time for an additional four (4) years based on a firm fixed price. The contract will be awarded in writing to the responsive and responsible compliant bidder whose bid is the lowest cost for the system. It is the intent of the City and KCS to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the City and KCS. Regardless of the procurement method used, price is the most weighted factor for awarding the contract.

The City 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 Brent Morelock, Procurement Manager, City of Kingsport, 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 with the Director of KCS Nutrition Services, 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 school system will be used.

KCS agrees to use the designated supplier as the exclusive source for the various items and services as listed herein as well as for comparable substitutes. But, from time to time, KCS may have the opportunity to take advantage of special one-time purchases from other sources. This agreement does not preclude KCS from its ability to purchase such items from other sources when it is in the best overall interest of KCS. However, before making such purchases, KCS 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 contract period begins July 1, 2023 and ends June 30, 2024.

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 four (4) years based on a firm fixed price. KCS 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. KCS will notify the Vendor of their intention to renew this contract no later than April 1. A written response will be due from the Vendor no later than April 15.

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

BID PREPARATION

Each bidder should bid on all items listed in the bid document. The total bottom line cost will be determined by multiplying each item bid price times the estimated usage figure and adding the extended dollar figures. The award will be based on the lowest total cost for all items in the bid. The line item total 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 as attached. Specifications are intended to be open and non-restrictive.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid.

All columns of the bid document must be completed in ink or typewritten. The each price must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid. In order for bidders bid to be considered, prices MUST be entered on the bid form included in this bid package. All item pricing provided must include delivery to schools.

Mathematical calculations involving decimals must be carried to two (2) places. For the expanded bid tabulations, when brands, or cases are bid, the bid tabulation will be based on equivalent serving sizes and not a per case pricing tabulation. In the case of a line item price tie, the item will be awarded to the vendor who has the lowest price on the greatest number of line items.

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, KCS, via email at ssloan@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 to the City of Kingsport.

The Bid Form, Compliance Affidavit, Bid Certification, Debarment/Suspension Certification Statement, Certificate of Lobbying and the Buy American Certification form must be filled out and signed where appropriate. In addition, Bidder is required to provide a Product Information Sheet and Nutritional Analysis of all products listed on the Bid Form. NOTE: The Compliance Affidavit must be signed and notarized. All original forms must be signed by a person with authority to bind the Bid. The Bid must be sealed in an envelope that is labeled according to the directions below. Bids must be marked as follows.

BID: SNS Ice Cream Products

ATTENTION: Procurement Manager, City of Kingsport

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

City of Kingsport
415 Broad Street
Kingsport, TN 37660

DATA SHEETS / NUTRITION FACT LABELS

All food products offered on this bid MUST be documented with a Nutrition Facts Label, and ingredient statement and/or a CN label or Product Formulation Statement on manufacturer's letterhead. This documentation MUST demonstrate how the product contributes to the meal pattern requirements and provide calories, saturated fat, trans fat, and sodium contribution per serving.

Product data sheets/labels must be in paper form and MUST be included with the bid. Computer discs will not be accepted in lieu of a paper copy.

ORDERS

All orders will be placed with a company representative, electronically, or by fax by KCS 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, KCS shall not be obligated to purchase or pay for commodities covered by this statement, unless and until, they are ordered by KCS.

DELIVERY

The successful bidder will be notified. 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 August 7, 2023 before 9:30 AM.

Items are to be delivered to the following schools:

| | |
|----------------------------|---------------------------|
| Jackson Elementary | 600 Jackson Street |
| Jefferson Elementary | 2216 Westmoreland Avenue |
| Johnson Elementary | 1001 Ormond Drive |
| John Adams Elementary | 2727 Edinburgh Channel Rd |
| Kennedy Elementary | 1500 Woodland Avenue |
| Lincoln Elementary | 1000 Summer Street |
| 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 | 1 Tribe Way |
| DB Excel | 400 Clinchfield Street |

It is required that the delivery times be scheduled to the satisfaction of the school's cafeteria manager. No deliveries will be received while meals are being served. 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 school's cafeteria 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 Director of KCS Nutrition Services. Delivery schedules will be altered to meet holiday and snow day schedules. Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by KCS and the successful bidder. The calendar for the school year can be supplied upon request. Deliveries will be made FOB destination to each school. Adjustments for inclement weather, national or local emergencies will include each utilizing any product delivered prior to the school closing. The system will notify the vendor as soon as possible if deliveries need to be rescheduled or delayed. Stock is to be placed adjacent to the appropriate storage area as designated by the school's 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 Fahrenheit and below for other refrigerated perishables, etc.) and according to HACCP (Hazard Analysis and Critical Control Points). KCS Nutrition Services 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 KCS will be protected from loss or damage to property of third persons or to the carrier's own property, loss or damage to KCS 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 Director of KCS Nutrition Services, the City 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.

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 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; or
4. Violation of any warranty

KINGSPORT CITY SCHOOLS (KCS) ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of breach, KCS 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 KCS 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 KCS may owe to the Vendor any damages KCS 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 Vendor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Vendor violates any terms of this contract, the City 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

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

INVOICES AND STATEMENTS

All monthly statements are to be issued to include and end with the cut-off date which will be the **last day of the month.**

A delivery ticket must be furnished at the time of delivery. Delivery ticket and/or invoice must be signed by the school's 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 school's 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 City Schools, 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 firm, fixed bid pricing. If incorrect pricing is sent on invoices, corrections will be made before payment. Statement must include any credits issued during the month.

All products supplied under this contract are tax exempt. KCS will make every effort to pay all invoices by the tenth working day of the following month. Any monetary penalties assigned to KCS 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, KCS shall be bound hereunder only to the extent of funds available or which may hereafter become available for the purpose of this agreement.

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. KCS 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.

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.

SAMPLES

Vendors may be required to submit samples of the items bid. Samples requested will be marked on the bid sheet or requested by the Director of School Nutrition Services. The samples will be used to help determine selection of items and the “Equivalent” status. Pre-approved sampling items must be submitted to Jennifer Walker, Director of School Nutrition Services if requested. Appointments will be made on an individual basis. Bid document decisions will not be finalized until samples have been received and approved.

REBATES

Any item eligible for a rebate should be identified on the bid documents. Rebate forms must be provided.

RECORDS

All Vendors 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. Vendors 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 Vendor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

REPORTS

Vendors shall be required to submit product usage reports as requested by the Director of School Nutrition Services. Based on the request from the Director of School Nutrition Services, these reports shall be submitted for total quantity delivered either by school site or combined system total.

CODE OF CONDUCT

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

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

2. KCS 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 Board of Education;
 - b. Dismissal by Board of Education; or
 - c. Any legal action necessary.

REQUIRED FORMS

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

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 USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (800) 795-3272 or 202-720-6382(TTY). USDA is an equal opportunity provider and employer.

CONTRACT

This Contract, made and entered into on this the ____ day of _____, **2023**, 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, for its Kingsport City Schools Nutrition Services, hereinafter referred to as the City, and **(CONTRACTOR NAME INSERTED HERE)** hereinafter referred to as the Contractor.

WITNESSETH:

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

SCHOOL NUTRITION SERVICES ICE CREAM PRODUCTS, AS STATED IN THE 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 26th day of April, 2023; and thereafter through its Board of Mayor and Aldermen the City accepted the bid of the Contractor as submitted, all of which is set forth in the minutes of the Board of Mayor and Aldermen 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 Contractor shall furnish all the materials and will perform all the work as provided by this Contract which includes 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 12, 2023, a copy of which is attached as Exhibit A.
2. Specifications on file in the office of the City Manager and previously sent to the Contractor, a copy of which is attached as Exhibit B.
3. Contractor's bid, a copy of which is attached as Exhibit C.

To the extent there is a conflict between the terms of any of the documents that constitute this Contract, the terms that provide the greater benefit to the City and/or impose the greater obligation on Contractor shall control.

SECTION 2. CONTRACT TERM. The initial term of this Contract and the work to be performed under this Contract shall be from **July 1, 2023** to **June 30, 2024**, unless earlier terminated as provided in this Contract. This Contract may be renewed by the City on an annual basis in one (1) year increments, each a renewal term, for up to four (4) one year renewal terms, provided all terms, conditions, and costs are acceptable to the City. The City reserves the right to re-bid prior to the end of any term of the Contract. This Contract shall terminate at the end of the contract year, June 30, 2024, unless otherwise renewed. If not renewed, for reason of Funding Out (which means the City's Kingsport City Schools Nutrition Services has insufficient funds to pay at June 30), the City shall have no obligation to pay any additional costs and the City shall surrender all rights and interest in any asset(s) which are not fully owned by the City to the Contractor.

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 Contractor's bid, provided the total cost of **(THE CONTRACT**

VALUE WILL BE INSERTED HERE) is a not-to-exceed cost, based upon the estimated number of units required for the performance of this Contract. In the event there is any variation in the number of 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 **(THE CONTRACT VALUE WILL BE INSERTED HERE)** is subject to being increased only 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 Contract, 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. The unit price cost per unit shall not increase during the term of the Contract. The monthly payment owed by the City for the Kingsport City Schools Nutrition Services shall be consistent during the term(s) of the Contract.

SECTION 4. METHOD OF PAYMENT. Accounts will close on the last school day of each month. Statements should be forwarded to the City's Kingsport City Schools Nutrition Services office no later than the third working day after closing the month. The Contractor 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 Contractor 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 Schools, School Nutrition Services, 400 Clinchfield Street, Suite 200, Kingsport, Tennessee 37660.

SECTION 5. LIABILITY AND INSURANCE. The Contractor shall fully indemnify, defend and hold harmless the City, its boards, employees, officers, and volunteers from and against any and all claims, suits, damages, liabilities, expenses, compensations, or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party 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, servants, or employees, or sub-contractors during or in connection with the Contract performance, excepting bodily injury, death, or property damage caused by the sole negligence of the City of Kingsport, or its employees.

The Contractor shall at all times keep in full force and effect, during the life of this Contract, Workers' 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 it 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 and maintain comprehensive general liability insurance in amounts and in a Form acceptable to the City. The Contractor shall furnish and maintain business 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 have the City included as a named insured on the comprehensive general liability insurance policy and the business automobile liability insurance policy.

The provisions of this Section 5 shall survive the termination or expiration of this Contract and extends beyond any recovery from insurance or from a third-party until the City is restored to its pre-loss condition.

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's Kingsport City Schools Nutrition Services 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 makes final payment and all other pending matters are closed. The Contractor must allow and agrees to allow the School Food Authority, which is the City's Kingsport City Schools Nutrition Services, the State Agency, the United State Department of Agriculture, or Comptroller General to review any books, documents, papers, and records of the Contractor, which are directly pertinent to all negotiated contracts.

Within two weeks of being notified of the award of bid, the Contractor shall provide the names of the drivers and finalize plans for the term of the Contract.

All items are to be delivered FOB destination to the following schools:

| | |
|----------------------------|----------------------------|
| Jackson Elementary | 600 Jackson Street |
| Jefferson Elementary | 2216 Westmoreland Avenue |
| John Adams Elementary | 2727 Edinburgh Channel Rd. |
| Johnson Elementary | 1001 Ormond Drive |
| Kennedy Elementary | 1500 Woodland Avenue |
| Lincoln Elementary | 1000 Summer Street |
| 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 | 1 Tribe Way |
| DB Excel | 400 Clinchfield Street |

Delivery at Dobyns-Bennett High School must be between 6:00-6:30 a.m. daily. Delivery hours for all other schools are between 6:30-10:00 a.m.

No deliveries can be received during meal serving periods.

Delivery time and place will be determined at the time of placing an order. It is required that the delivery times be scheduled to the satisfaction of the Kingsport City Schools Nutrition Services Director or designee. The City, through its Kingsport City Schools Nutrition Services Director or designee, reserves the right to refuse any product(s) that are delivered late or do not meet specifications. The delivery must be documented with a legible invoice with the correct bid unit price, quantity and extension. The Kingsport City Schools Nutrition Services Director or designee must sign all invoices at the time of delivery. Unsigned invoices will not be paid. The Contractor will provide duplicate order forms for the convenience of both parties.

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 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.

All items are to be delivered in refrigerated trucks with temperature 32-35 degrees Fahrenheit and placed in refrigerated coolers provided by the system. Route drivers are required to check with the school's designated Kingsport City Schools Nutrition Services employee prior to placing items in the cooler storage area. Any ice cream in the cooler at the time of delivery must be replaced with ice cream within the current code date. All products covered under this bid are to be processed and delivered under the most sanitary conditions. The Contractor must meet the following requirements.

1. Leaking, dirty cartons/cases are unacceptable and must be replaced at the cost of the product.
2. Cooperative, uniformed drivers are expected to maintain clean, neat appearance.
3. Products delivered in ample time for meals, but not during meal serving times.
4. Each delivery must be accompanied by one legible delivery invoice with accurate unit price, quantity and extension.
5. Each invoice must be signed by the manager or designee.
6. Unused products must be collected by supplier before vacation periods and proper credit reflected on the monthly statement.
7. Provide the name of the driver and assigned schools to the School Nutrition Services office by August 1, 2023.
8. Provide names, titles and telephone numbers of the responsible contact in regard to quality control and delivery service to the School Nutrition Services office before August 1, 2023.
9. A designated driver to all schools is preferred.

No substitutions of delivery days or times can be made without prior approval of the City's Kingsport City Schools Nutrition Services Director. Delivery schedules will be altered to meet holiday and snow day schedules. Stock is to be placed adjacent to the appropriate storage area as designated by the City, through its Kingsport City Schools Nutrition Services Director or designee.

To assist drivers and authorize Kingsport City Schools Nutrition Services employee to expedite receiver accuracy of quantities of each item, brand, and code numbers of each item and condition of merchandise, the invoice will list foods 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 the 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.

The Contractor will fully comply and require its contractors and agents to fully comply with the requirements contained in T.C.A. § 49-5-413(d) pertaining to required background checks for individuals who will have direct contact with school children or a child care center or have access to the grounds of a school when children are present. The Contractor will have mandatory background checks performed as set out in the statute, and the Contractor has a duty to require such individuals or other entity that employs a person to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee bureau of investigation and the federal bureau of investigation prior to permitting the person to have contact with children or to enter school grounds. The Contractor agrees that none of its employees or employees of an entity the Contractor uses to fulfill this Contract to whom

T.C.A. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any of the offense listed in T.C.A. § 49-5-413.

If the Contractor is unable to deliver a prior approved substitute product, the City, through its Kingsport City Schools Nutrition Services, shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The Contractor 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 Contractor shall not be entitled to complain that the substitute product could have been purchased at a lower price.

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 Contract extends 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, through its Kingsport City Schools Nutrition Services, 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 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 the 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 the problem is not resolved by given date.

Step 3: Issue letter to cancel the Contract.

SECTION 8. BUYER CONTRACT RELATIONSHIP. Under arrangements of this Contract, the Contractor is in essence "hired" as a buyer for the City. In this respect, it is the Contractor's responsibility to maintain the best interest of the City and its Kingsport City Schools Nutrition Services with respect to the following:

1. Interface with packers on problems relating to product pack and quality.
2. Make purchases of specified items at the lowest price, including freight.
3. Maintain a constant search for substitute items which offer better values.
4. Promote the introduction of new items, either by packer or distributor representatives.
5. Organize and conduct clinics for the City's Kingsport City Schools Nutrition Services Director, supervision, 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 Contract shall be filed in the appropriate court in Sullivan County, Tennessee. In any action to enforce this Contract, 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 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. Contractors shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the 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 Contract 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 the stated matter is closed.
- G. The Contractor shall comply with all applicable standards, order, or requirements issued under Section 306 of the Clean 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. The 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.

- A. 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 the Contractor and the City and its Kingsport City Schools Nutrition Services. 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.
- B. Product Protection Guarantees: School districts, including the Kingsport City Schools, 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. The Contractor is expected to take immediate action to correct any situation in which product integrity is violated.
- C. 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's Kingsport City Schools Nutrition Services Director. If the product is feasible for use in the program, samples may be requested for City's school nutrition managers and supervisors to evaluate. Samples will be available (upon request) for a student panel evaluation of a product. Contractors bidding on new brands, new items, or a product considered equal to a product specified should provide samples at or before bid opening for panel review. The amount of samples requested on an annual basis will not be limited to a specific amount or specific product group.
- D. The Contractor guarantees the items to be as specified or better and that delivery will be made to the individual school in the presence of the manager or designee so that quantities may be verified and checked. We affirm that no City of Kingsport employee will receive any items of value as a result of this order.
- E. Item Substitutions/Changes: The City 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

Kingsport City Schools Nutrition Services Director or designee shall ask the Contractor to submit pricing on other approved brands.

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

CONTRACTOR

CITY OF KINGSPORT, TENNESSEE

BY: _____

BY: _____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

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 COMMISSION EXPIRES ON: _____

BID PRICING FORM
School Nutrition Services Ice Cream Bid Product Listing

| <u>Product Description</u> | | <u>Estimated Usages/Year (Cases)</u> | <u>Price / each</u> | <u>Price Extension</u> |
|---|---|--|-------------------------|----------------------------|
| | <u>Ice Cream Items must meet TN Competitive Foods Guidelines and/or USDA SMART Snacks Guidelines</u> | | | |
| 1 | Rich's Chocolate Shortcake Ice Cream on a Stick, 3 oz or equivalent | 39 | | |
| 2 | Rich's Strawberry Shortcake Ice Cream on a Stick, 3 oz or equivalent | 36 | | |
| 3 | Lowfat Vanilla ice cream cup, 4 oz, Mayfield # 43698 or equivalent | 391 | | |
| 4 | Light Chocolate ice cream cup, 4 oz, Mayfield #43607 or equivalent | 420 | | |
| 5 | Rich's Crumbled cookie cone, 3 oz or equivalent | 36 | | |
| 6 | Lowfat Cookies & Cream Round Sandwich, Mayfield #53565 or equivalent | 32 | | |
| 7 | Rich's Sour Swell Cherry 2.5 oz sherbet, Mayfield #53492 or equivalent | 267 | | |
| 8 | Fat Free Fudge Bar, 2.5 oz, Mayfield #45507 or equivalent | 30 | | |
| <u>Products for Consideration:</u> | | | | |
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| | | | | |
| | | | | |
| | | | | |
| Authorized Signature: _____ Date: _____ | | | | |

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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME OF AUTHORIZED REPRESENTATIVE

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**

- (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

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

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.

Name/Address of Organization

Name/Title of Submitting Official

Signature

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 | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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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?

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

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*****