

INVITATION TO BID/TERM CONTRACT #0201213(SW)
CONTRACT PERIOD EFFECTIVE: January 1, 2024 THROUGH June 30, 2024

SERVICE DESCRIPTION: **Ground Beef/Steak Burgers**

BID DUE ON OR BEFORE 2:00 PM: **December 13, 2023**

SULLIVAN COUNTY USER DEPARTMENT: **School Nutrition**

GENERAL

Sullivan County, for its School Nutrition Program, is requesting sealed bids to be submitted by select qualified vendors to provide domestic, locally grown beef products that are processed from local producers, small businesses, and socially disadvantaged farmers/producers. Locally grown food is defined as food raised, produced, aggregated, stored, processed, and distributed in the locality or region where the final product is marketed to consumers, so that the total distance that the product travels between the farm or ranch where the product originates and point of sale to the end consumer is at most 400 miles, or both the final market and the origin of the product are within the same state or territory.

Included in this bid packet are detailed instructions for submitting a bid for consideration to Sullivan County Purchasing for its Sullivan County School Nutrition Program and the terms and conditions under which a successful bidder shall be responsible to supply and deliver products.

The intent and purpose of this invitation to bid to select suppliers for beef products in such a manner as to provide for open and free competition and comparability. This is a firm fixed price bid.

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 **November 22, 2023, and ends December 13, 2023.**

Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on/or before 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 Sullivan County Purchasing Agent will receive sealed bids until 2 p.m. Eastern Time, December 13, 2023, and at that time publicly opened in the Commission Room located at 3411 Highway 126, Blountville, TN. 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. After award, bid documents and tabulations will be available upon proper 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 execute a contract with a supplier for all the items requested in this bid based on firm fixed price. The contract will be awarded in writing to the responsive and responsible bidder whose bid is the lowest cost for line items bid upon. It is the intent of Sullivan County School Nutrition Program to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the School Nutrition Programs. Price will be the final determining factor for awarding the contract.

Sullivan County 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. Any protest to a bid award by Sullivan County shall be submitted in writing to the Purchasing Agent with a copy to the Sullivan County Mayor and delivered not later than seven (7) calendar days from the date of the county's award decision. Such protest must include a protest bond in the amount of \$350 (Cashier's Check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest. The steps for dispute resolution may include:

- A meeting with the Purchasing Agent, the requisitioning Department Manager, and representatives from the disputing party to discuss and resolve the complaint.
- Information from the aforementioned meeting will be forwarded to the County Attorney for review.
- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protester and all parties involved.

- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedure will be used.

CONTRACT PERIOD

The initial contract period **begins January 1, 2024 and ends June 30, 2024.**

Sullivan County School Nutrition Program reserves the right to renew all aspects of the contract resulting from this bid one year at a time for an additional three (3) years based on a firm fixed price. Each renewal contract period will be July 1 through June 30. Sullivan County School Nutrition Program reserves the right to delete products or request substitutions for products during the contract period. Pricing for items substituted or changed shall be based on the same pricing formula as was used to develop the pricing for the original bid. Sullivan County School Nutrition Program will notify the contracted vendor of their intention to renew this contract no later than March 15. A written response will be due from the contractor 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, Sullivan County School Nutrition Program reserves the right to change the item identifications, decrease items and/or delete items.

BID PREPARATION

Each bidder should bid on pertinent items listed in the bid document. The line item award will be based upon lowest cost price. Necessary conversions to line items may be made for differences in pack size. 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.

It is understood between the parties that the quantities referenced are only estimated usage quantities. The estimated amount of items for the bid processing are as follows:

- **Beef 10,000 lbs. of 100% Beef with maximum fat content of 80/20 fat distribution, divided equally into ground beef and steak burgers, frozen**

All columns of the bid document must be completed in ink or typewritten. The price total 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 form included in this bid package.** All item pricing provided must include delivery to Central Middle School, located at 131 Shipley Ferry Road, Blountville, Tennessee.

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 Stephanie Walker, Procurement Buyer by email at: stephanie.walker@sullivancountyttn.gov. 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 Sullivan County.

The Bid Form (Pricing Spreadsheet), Bid Certification, Debarment/Suspension Certification Statement, Certificate of Lobbying, Compliance Affidavit and Buy American Certification form must be filled out and signed where appropriate. 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 stated below. Mark bid as follows:

BID: ITB#0201213(SW) Locally Grown Beef Product for Sullivan County School Nutrition Program

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

Mail Sealed Bid to: Sullivan County Purchasing
3411 Hwy 126, Ste. 202
Blountville, TN 37617

DATA SHEETS / NUTRITION FACTS

All food products offered on this bid must be documented with a Nutrition, 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 Sullivan County School Nutrition Program. Pre-numbered purchase orders with firm fixed prices will be used after the formal bidding process is complete and the contract has been executed.

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

Due to the changes in USDA regulations for school nutrition, if there are changes in products, product

item codes, nutrition profiles, or if items originally placed in the bid are deleted, Sullivan County reserves the right to substitute items available with the vendor for the poundage available.

DELIVERY

- Deliveries will be made to the Central Middle School, 131 Shipley Ferry Road, Blountville, TN Monday thru Friday between the hours of 7:00 a.m. and 1:00pm. **Deliveries will be PRESCHEDULED and AGREEABLE to both parties. IF contracted trucks arrive unannounced they will be refused at the expense of the vendor, NOT SNS, and delivery will need to be rescheduled for another time, no exceptions.**
- The designee will check the items delivered against the requisition/purchase order and invoice at the time of delivery with the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods.
- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged, stale, or out of date, at no charge.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- Each School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- The School Nutrition Services Supervisor will work with vendor representative for any minimum poundage requirement issues.
- Orders not delivered on the specified date and timeframe MUST be delivered on the next business day during regularly scheduled delivery hours.
- 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.

No substitutions of delivery days or times can be made without prior approval of Sullivan County School Nutrition Services Supervisor. 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 Sullivan County School Nutrition Services and the vendor. The calendar for the school year can be supplied upon request. Adjustments for inclement weather, national or local emergencies will include each utilizing any product delivered prior to school closing. The School Nutrition Supervisor will notify the vendor as soon as possible if deliveries need to be rescheduled or delayed.

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, Sullivan County School Nutrition Program, 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.

SULLIVAN COUNTY SCHOOL NUTRITION SERVICES ACTIONS IN EVENT OF A BREACH

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

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School System(s) determines that the Vendor has cured the breach, shall not be paid to the Vendor until the Vendor has cured the breach;
3. Set off against any other obligation the School System(s) may owe to the Vendor any damages the School System(s) 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 Contracted Vendor fails to properly perform its obligations under this contract in a timely or

proper manner, or if the Contracted Vendor violates any terms of this contract, Sullivan County School Nutrition Program 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 Sullivan County School Nutrition Program, Sullivan County School Nutrition Program shall have the option of awarding the contract to the next lowest bidder or rebidding.

CONTRACT TERMINATION FOR CONVENIENCE

Sullivan County School Nutrition Program 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 Sullivan County School Nutrition Program. Sullivan County School Nutrition Program must give notice of termination to the Vendor at least 30 days prior to the effective date of termination. The Contracted Vendor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contracted Vendor for compensation for any service which has not been rendered. Upon such termination, the Contracted 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 cafeteria worker or designee; show purchase order number, quantity, and price of each item delivered and total amount of the order. **Unsigned invoices will not be paid.** If an item must be returned or is rejected, the invoice must be signed by the cafeteria worker 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 Sullivan County Department of Education, School Nutrition Services, 140 Blountville Bypass, Blountville, TN 37617.

PAYMENTS

Invoices will be balanced with the statement and processed for payment based upon firm, fixed bid pricing. If incorrect pricing is submitted 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. Sullivan County School Nutrition Program will make every effort to pay all invoices by the tenth working day of the following month. Any monetary penalties assigned to the School Nutrition Program based on late payment as issued by the vendor MUST be paid by non-school nutrition funds. Vendors must pursue penalty collection from the local board of education funds.

If any agreement results from this bid invitation, the County shall be bound here under 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.

Sullivan County School Nutrition Program requests that vendors denote on the Buy American Waiver the products that do not meet the 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).
- Bidders must comply with the “Buy American” provision as outlined in 7 CFR 210.21(d) and the specific instructions on prior approval of all non-domestic products.
- The successful vendor shall be required to conduct criminal background checks on all individuals who may come on school property as required by T.C.A § 49-5-413(d).
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

RECORDS

All contracted 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. Contracted 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 Contracted 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

Contracted Vendors shall be required to submit product usage reports as requested by School Nutrition Program Supervisor. Based upon the request, these reports shall be submitted for total quantity delivered.

CODE OF CONDUCT

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

- 1) No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - a. The employee, officer or agent
 - b. Any member of the immediate family
 - c. His or her partner
 - d. An organization which employs or is about to employ one of the above.
- 2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
- 3) Penalties for violation of the code of conduct of named School Nutrition Program should be:
 - a. Reprimand by Board of Education;
 - b. Dismissal by Board of Education;
 - c. Any legal action necessary.

RECALL

Vendors must have a procedure in place to trace purchases and deliveries so the product source can be identified during product recalls. In the event of a recall, the vendor must contact Amber Anderson, Child Nutrition Coordinator at 423-354-1015 immediately whether or not the School Nutrition Program received the recalled product.

If the School Nutrition Program received the product, the vendor will make appropriate arrangements for pickup from each location that received the recalled product. The vendor will maintain communications with the School Nutrition Program personnel regarding arrangements and will provide any related information concerning the product recall to the School Nutrition Program.

Vendors and the School System will follow DOE/ FDA/ USDA Guidelines on proper handling and disposal of all recalled products.

Vendor will provide contact information and a copy of their food recall procedure with the bid documents.

HACCP REQUIREMENTS

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

School Nutrition Program reserves the right to request temperature logs for product at any time during the contracted period.

REQUIRED FORMS

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

USDA NONDISCRIMINATION STATEMENT

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

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

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USDA NONDISCRIMINATION STATEMENT (CONTINUED)

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

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race,

color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

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Joint Application Form (HHS)

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

The U.S. Department of Agriculture also prohibits discrimination based on race, color, national origin, sex, religious creed, disability, age, political beliefs or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local)

where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027), found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov

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

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

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SAMPLE
CONTRACT

This Contract, made and entered into on this the (DATE OF CONTRACT WILL BE INSERTED HERE), by and between SULLIVAN COUNTY SCHOOL NUTRITION PROGRAM, duly organized and existing under and by virtue of the laws of the State of Tennessee, with situs in Sullivan County, Tennessee, hereinafter referred to as School Nutrition Program, party of the first part, and _____, hereinafter referred to as the Contractor, party of the second part.

WITNESSETH:

WHEREAS, School Nutrition Program has taken all steps required by law for the purchase of certain products, to-wit:

**BEEF PRODUCTS FOR SULLIVAN COUNTY SCHOOL NUTRITION PROGRAM
AS STATED IN BID DOCUMENTS –**

all in a proper manner as set forth herein; and has advertised, requested and received bids, as required by law, which bids, being sealed, were opened on the 13th day of December 2023; and School Nutrition Program accepted the proposal or bid of the Contractor herein.

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

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

1. Bids Wanted as published in the “Kingsport Times-News” on November 22, 2023.
2. Specifications on file in the office of the Purchasing Agent and previously sent to the Contractor.

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

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from January 1, 2024 to June 30, 2024. The Contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments up to three (3) additional years providing all terms, conditions and cost are acceptable to both parties. Sullivan County Nutrition Program reserves the right to re-bid at the end of any contract period. This Agreement shall terminate at the end

of the contract year, June 30, 2024. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of Sullivan County Nutrition Program. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School Nutrition shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School Nutrition to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School Nutrition shall be consistent during the term(s) of the Agreement.

SECTION 3. THE CONTRACT PRICE. Sullivan County Nutrition Program shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of (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 and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of (THE CONTRACT VALUE WILL BE INSERTED HERE) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

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

Invoicing: All invoices and statements will be sent to Sullivan County Department of Education, School Nutrition Services, 154 Blountville Bypass, PO Box 306, Kingsport, Tennessee 37660.

SECTION 5. INSURANCE. The Contractor aforesaid shall at all times keep in full force and effect, during the life of this Contract, Worker's Compensation Insurance in accordance with Title 50, Tennessee Code Annotated and all Amendatory Acts thereto, covering all of the employees during the progress of said performance of Contract, and to furnish Sullivan County Nutrition Program satisfactory evidence that he has in full force and effect such insurance on all of his employees used in the execution and carrying out the work under this Contract. Also, the Contractor shall have comprehensive general public liability insurance in amounts acceptable to Sullivan County Nutrition Program. The Contractor will furnish comprehensive automobile liability insurance and furnish Sullivan County with certificates of insurance or policies and maintain the insurance in such form as shall be satisfactory to School Nutrition Program. The Contractor shall obtain and maintain owners liability insurance specifically naming Sullivan County Nutrition Program as the insured to defend, indemnify and save harmless Sullivan County Department of Education from any and all claims and suits for injury

to persons, including death, or property damage arising out of the performance of the Contract caused in any way by the acts or omissions of the Contractor or the Contractor's agents, employees, or sub-contractors during or in connection with the Contract performance, excepting bodily injury or death or property damage caused by the sole negligence of Sullivan County Department of Education, its agents or employee.

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

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

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

Delivery Time and Place: Deliveries shall be required to Sullivan Central Middle School at 131 Shipley Ferry Road, Blountville, TN. Drivers shall wear company uniforms and/or I.D. badges.

- A. A year schedule of just in time deliveries and cases/item will be developed by the School Nutrition Supervisor and the vendor representative by December 15, 2023. All deliveries will be made to Sullivan Central Middle School located at 131 Shipley Ferry Road, Blountville, Tennessee.
- B. Holiday/non-school day deliveries: If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by School Nutrition Program Supervisor and the successful contractor.
- C. Delivery schedules shall be submitted to School Nutrition Program Supervisor for prior approval and shall remain constant from delivery to delivery.
- D. Drivers and helpers shall deliver merchandise into designated storage areas.
- E. To assist drivers and authorize school to expedite receiver accuracy of quantities of each item, brand, and code numbers of each item and condition of merchandise, the invoice will list foods 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.
- F. Special or intermediate deliveries will be required if a contractor fails to deliver a product on a regularly scheduled delivery and/or in emergency situations when meal counts are higher than projected.

Contractor is required to provide a Product Information Sheet and Nutritional Analysis of all products purchased within 30 day calendar days of the award.

Fiscal Funding: If the effective dates of this proposal extend beyond June 30 of the current fiscal year, it shall be understood that purchases in the next fiscal year are conditional on the receipt of federal

and/or state funds. In the event of the discontinuance or a decrease in federal and/or state funds, the Sullivan County school district 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 School Nutrition Program, or the contractor, to comply with the provisions of this contract may result in contract termination.

Each party shall follow the procedure outlined below, if a contract is to be terminated:

Step 1 - Issue warning letter and outline violations and length of time to correct the problem. Step 2 - Issue letter of Intent to Cancel Contract, if problem is not resolved by given date. Step 3 - Issue letter to cancel contract.

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

- A. Interface with packers on problems relating to product pack and quality.
- B. Make purchases of specified items at the lowest price, including freight.
- C. Maintain a constant search for substitute items which offer better values.
- D. Promote the introduction of new items, either by packer or distributor representatives.
- E. Organize and conduct clinics for School Nutrition Program supervisor 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. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.
- B. Contractors providing service herewith, assures School Nutrition Program 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.
- D. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or disability.
- E. The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. School Nutrition Program, its authorized agents, and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

- F. 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.
- G. Contractor must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

SECTION 10. PRODUCT REQUIREMENTS.

1. Item Identification (ID): The item identifications (descriptions) listed herein are not specifications. Product identifications are limited to requirements which can be verified on delivery or information essential for communication between contractor and School Nutrition Program. For example, "U.S." Grades are generally not specified unless there is a grade shield on the container or the product is accompanied by an inspection certificate. The use of pre-approved brands makes it unnecessary to utilize detailed specifications.
2. Product Protection Guarantees: School districts have "automatic" product protection recourse against suppliers for products which are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
3. Import Products: Products which are canned or packed outside of the United States will not be accepted. Please note this rule applies to "Private Labels" as well as other labels. The intent of School Nutrition Program is to follow the Buy American Provisions of PL 100-237. The contractor agrees to abide by the Buy American Provision of the William F. Goodling Nutrition Reauthorization Act of 1998. Policy memoranda 210.21-14 and 220.17-01.
4. Quality and Yield Assurance: A quality and yield assurance letter from the manufacturer must be received by School Nutrition Program stating the guarantee that their product meets the required quality and yield specifications. The CN Label Information is to be included.

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

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

- a. The Contractor will bear the cost of the analysis.
- b. The Contractor will replace the entire product for all schools within the system for the delivery period without cost even though part of the product had to be or was used. The replacement product must meet the USDA quality grade and yield specifications. The remainder of the rejected product must be picked up without cost to the Sullivan County school system.

5. Samples: In order to evaluate a new product, the new product will be provided at the expense of the Contractor. The first sample should be presented to the Sullivan County School Nutrition Program Supervisor. If the product is feasible for use in the program, samples may be requested for Sullivan County School nutrition managers and supervisors to evaluate. Samples will be available (upon request) for a student panel evaluation of a product. The amount of samples requested on an annual basis will not be limited to a specific amount or specific food group.

We guarantee 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 School Nutrition Program employee will receive any items of value as a result of this order.

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

SULLIVAN COUNTY, TENNESSEE

CONTRACTOR NAME

BY: _____

BY: _____

ATTEST:

RECORDER

APPROVED AS TO FORM:

COUNTY ATTORNEY

**Sullivan County Schools Nutrition Services
Beef Request Listing SY2023-2024**

Item	Item Name	Description	Brand	Mfg. Code	Pack Size	Case Weight	CN-M/MA Portion	CN Servings Per Case	Guaranteed Yield Percentage Yield	Price Delivered	Estimated Annual Usage
1.	100% Beef Steak Burger	Beef steak burger (maximum 80/20) 4 oz patties each, Frozen									
2.	Beef	Ground Beef in 10 lb. Rolls (maximum 80/20), Frozen									

CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS

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

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

Two situations may warrant a waiver to permit purchases of foreign food products.
 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

Requested Waiver Items

Product Description	Vendor Item #	Reason for Waiver Request	Approved

**use additional pages if needed*

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

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

Date _____

Vendor Name _____

Completed By _____

**ATTACHMENT 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Non-Collusion Affidavit
(Attachment A)

State _____: Contract/Bid No. _____

County of _____:

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complimentary or noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers,
(Name of Firm)

directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows.

I state that _____ understands and acknowledge that
(Name of Firm)

The above representation is material and important and will be relied on by

(Name of Public Entity)

In awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____

(Name of Public Entity)

of the true facts relating to submission of bids for this contract.

(Name of Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20_____

Notary Public

My Commission Expires

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.**

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.**

Organization Name

Bid Number

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

Signature(s)

Date

BID CERTIFICATION

We have carefully examined and fully understand the General Bid Conditions in furnishing Sullivan County 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 Sullivan County 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 and that unloading will be done in the presence of the SNS manager or designated person so that quantities, brands, and condition of product may be verified. We further agree to provide invoices in duplicate at time of delivery where weight, count, and specification will be verified before the warehouse supervisor or manager or designated person affixes a signature. We also agree that any item quoted by us that does not meet specification or is damaged or unlabeled will be returned at our expense.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE

COMPANY

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

FAX

DATE

SULLIVAN COUNTY COMPLIANCE AFFIDAVIT

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 County or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the County 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 grantees or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officer/owners/part-owners/stakeholders/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 Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education?
_____ Yes _____ No

If you answered yes, please state the name and relationship of the employee or member of the Sullivan County Commission or the Sullivan County Department of Education.

6. Are you or any officers/owners/part-owners/stakeholders/employees of this company also employees of Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education? _____ Yes _____ No

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

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 Sullivan County 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.

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____