BID SOLICITATION

City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

BID OPENING DATE AND TIME:
11-APR-16 at 2:00 PM
BID NUMBER: 304183

BUYER:
PHONE #: (423) 643-7230
DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

VENDOR
.
RFQ
.

MAIL TO
City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total

Requisition No.: 132858
Ordering Dept.: Youth and Family Development
Buyer: Dedra Partridge
Phone No.: (423) 643-7237

Items Being Purchased: Fresh Produce

ATTACHMENTS:
Produce Delivery Locations
Price Escalation Clause
Affirmative Action Plan
Requirements For Insurance Coverage
City of Chattanooga (COC) Terms and Conditions posted on Website
http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions
If you can't download call buyer for a copy.

This Shall Be A Twelve (12) Month Blanket Contract To Supply Fresh Produce. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.

QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.

*** BID MUST BE RECEIVED NO LATER THAN ***
*** 2:00 PM EST ON April 11, 2016 ***

NOTE:
ALL BIDS MUST BE SIGNED
All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references ar enot intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

**** NOTE ****
PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name_____

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Address_____

_____

Phone/Toll-Free No._____

Fax No._____

eMail Address_____

Contact Person's Name_____

Estimated Delivery_____

Minority-Owned Business_____ Small Business_____ Veteran_____

Minority Woman-Owned Business_____Disabled Veteran_____

Woman-Owned Business_____

**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.
Bids will be received at the above mentioned address.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Red Delicious Apples, Fresh 1/2 lb	150	Case	_____	_____
2	Bananas, Fresh (Petite) lb	150	Case	_____	_____
3	Cantalope lb	150	Each	_____	_____
4	Honey Drew Melon LB	150	Each	_____	_____
5	Oranges, Fresh 125's bag	150	Case	_____	_____
6	Watermelon n/s Med to Large	100	Each	_____	_____
7	Tomatoes	150	Case	_____	_____
8	Bell Pepper	100	Case	_____	_____
9	Broccoli, Bunch	100	Case	_____	_____
10	Cabbage Head, Raw	100	Each	_____	_____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Carrots, Raw, 25 lb bag	100	Bag	_____	_____
12	Celery Stalks	100	Each	_____	_____
13	Dice Celery 5lb	150	Bag	_____	_____
14	Lettuce Head	150	Each	_____	_____
15	Onions, Yellow, 50 lb bag	100	Each	_____	_____
16	Potatoes, White, Fresh 50lb bag 125ct	150	Bag	_____	_____
17	Slaw Mix 5 lb	150	Bag	_____	_____
18	Cucumbers, 5lb bag	100	Bag	_____	_____
19	Fresh Eggs, Dozen	150	Dozen	_____	_____
20	Tossed Salad Mix 5lb Bag	150	Bag	_____	_____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
21	Fresh Squash	100	Pound	_____	_____
22	Fresh Zucchini	100	Pound	_____	_____
23	Watermelon, Seedless	100	Each	_____	_____
24	Potatoes, Sweet Fresh	100	Case	_____	_____
25	Lettuce, Shredded 5 lb bag	150	Case	_____	_____
26	Pineapple, Whole, Fresh	100	Case	_____	_____
27	Cauliflower, Head, Raw	100	Each	_____	_____
28	Broccoli, Florets, Fresh Bag	150	Each	_____	_____
29	Red Potatoes, SM	150	Pound	_____	_____
30	Lettuce Cello Wrap	100	Each	_____	_____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
31	Bananas (fresh	150	Pound	_____	_____
32	Tomatoes	150	Pound	_____	_____

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NAME AND TITLE: _____

PRODUCE DELIVERY LOCATIONS

CHS Child Care Center 501 W. 12th St. Chattanooga, 37402
Avondale Head Start, 2302 Ocoee Street, Chattanooga, TN 37406
Avondale Early Head Start Center, 2302-B Ocoee St Chattanooga, TN 37406
Cedar Hill HS/EHS Center, 4701 Divine Avenue, Chattanooga, TN 37407
Daisy HS/EHS Center, 9531 Ridge Trail Rd Soddy Daisy, TN 37379,
North Chattanooga HS Center, 1510 Hamilton Avenue Chattanooga, TN 37405,

NOTE: All Deliveries should be made between 7:00 AM and 1:30 PM EST

Price Escalation Clause

Vendor Shall Hold Prices Firm For First Year of Contract.

Any allowable adjustment to prices under this contract shall not be proportionately larger than the general change in prices to all customers upon which the adjustment under this contract is based.

If, as a result of a general change in prices or discounts, Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly.

Contractor may be requested to show proof of alleged price changes, justified by letters from your supplier prior to approval of any price adjustments.

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. In all construction contracts or subcontracts in excess of $10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.

5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

   During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breech of this contract.

_____

(Signature of Contractor)

_____

(Title and Name of Construction Company)

_____

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	$ 500,000 each person $1,000,000 each occurrence
Property Damage	$ 250,000 each occurrence $ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	$ 250,000 each person $ 500,000 each occurrence
Property Damage	$ 100,000 each occurrence