

Loudon County Government
Request For Bid

Loudon County Purchasing
Susan Huskey, CPPB, Senior Buyer
100 River Road, Box 110
Loudon, TN 37774

Phone 865-458-9042
HuskeyS@loudoncounty-tn.gov
Fax 865-458-4871

May 11, 2014

Milk & Milk Products
Bid No. 2014-319
Contract Period: August 1, 2014 – July 31, 2015
Bid Opening: June 10, 2014 – 10:00 AM

Loudon County Government is soliciting bids for Milk and Milk Products for the Lenoir City and Loudon County Boards of Education and the Loudon County Jail for use in the food service programs.

Please review these documents carefully. Submission of your bid must be in a sealed envelope and marked “**Milk and Milk Products Bid**” on the front of the envelope and delivered to the Loudon County Purchasing Office, 100 River Road, Box 110, Loudon, Tennessee 37774. Bids will be opened at the specified date and time. Late bids will not be accepted.

Jail delivery will begin August 1, 2014. The first Lenoir City and Loudon County Schools delivery is required Monday, August 4, 2014.

Any questions or concerns regarding the bid specifications, terms or conditions or the bidding process must be directed to Susan Huskey, CPPB, Senior Buyer at 865-458-4663.

Please inspect your bid documents for accuracy before mailing or depositing your response into the sealed bid box. Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid documents and the accuracy of the pricing submitted.

**Loudon County Government
Milk & Milk Products
Bid No. 319
Contract Period: August 1, 2014 – July 31, 2015**

VENDOR INFORMATION

Vendor _____

Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Telephone Number _____ Fax Number _____

Email Address: _____

Authorized Signature _____

Printed Name _____

**Loudon County Government
Milk & Milk Products
Request for Bid No. 2014-319
Contract Period: August 1, 2014 – July 31, 2015**

SECTION 1 GENERAL TERMS AND CONDITIONS

1. **ADDITIONAL INFORMATION:** Request for additional information must be routed to Susan Huskey, CPPB, Senior Buyer at 865-458-4663. Questions may be emailed to susan.huskey@loudoncounty-tn.gov or faxed to 865-458-4871.

2. **AWARD:** After evaluation of bids by the Loudon County Purchasing Office and the Food Service Supervisors, a bid award will be given to the responsive and responsible bidder in good standing with Loudon County Government who presents a bid that is the lowest bottom line cost. Consideration will be given to all bids properly submitted that meet product specifications and conditions. **This bid will be awarded on an “all or none” basis.** The Loudon County Purchasing Office will be responsible for making the award. All participating vendors will be notified by mail when an award had been made. Bids will receive appropriate confidentiality during the evaluation process. Copies of bids will be available for review by appointment with the Loudon County Purchasing Office after an award has been made.

3. **BIDDER’S QUALIFICATIONS:** This bid is directed toward distributors who currently have adequate and acceptable product lines and adequate warehouse facilities and delivery equipment. Potential bidders must be able to provide quality products as specified, offer reasonable pricing, provide dependable delivery of items ordered, meet specifications and bid conditions, and demonstrate successful performance. Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products in accordance with the terms and conditions of these specifications.

It is the intent of Loudon County Government and Lenoir City Board of Education to involve and utilize the best product/service at the best and lowest prices and provide minority, small business and the disadvantaged with increased opportunity to do business with the Jail and School Food Service Programs. The County may make investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. Loudon County will make the final determination as to the bidder’s ability. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

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

- A. Inadequate or unacceptable product lines.
- B. Inadequate facilities with respect to excess capacities capable of accommodating surges in volume.
- C. Inadequate truck fleets to handle predicted volumes of foods.
- D. Inadequate sanitation.

4. **WAIVING OF INFORMALITIES:** Loudon County reserves the right to waive minor informalities or technicalities when it is in the best interest of Loudon County.

5. **SUBCONTRACTING:** Loudon County will award this bid to one vendor per category. Vendor shall not assign or sub-contract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of Loudon County Purchasing Department.

6. **TAXES:** Loudon County Government and Lenoir City Board of Education purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
7. **INFORMED BIDDER:** Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid document and the accuracy of the pricing submitted. Failure to do so will be at the bidder's own risk and they cannot secure relief on the plea of error if they are selected as the successful bidder.
8. **SUBMISSION OF BIDS:** Loudon County does not accept telegraphic or electronically transmitted bids. Bids and modifications shall be enclosed in a sealed envelope and delivered to the Loudon County Purchasing Department, 100 River Road, Box 110, Loudon, TN 37774. The bidder shall show the bid name on the outside of the envelope. At the specified date and time bids will be opened and read aloud. Late bids will not be accepted.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Loudon County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. **CRIMINAL HISTORY CHECKS:** Contractor agrees to comply with Public Chapter 587 of 2007 as codified in Tennessee Code Annotated Section 49-5-413 which requires all contractors to facilitate a criminal history check including fingerprinting conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for ALL employees and subcontractor personnel that will enter the grounds of any of the schools in performance of the services in this contract before permitting the employee or subcontractor personnel to have contact with students or enter school grounds when students are present.

More information regarding Public Chapter 587 may be found at <http://tennessee.gov/sos/acts/105/pub/pc0587.pdf>.

2. **ILLEGAL IMMIGRANTS:** In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124) addressing the use of illegal immigrants in the performance of any contract to supply Goods or Services to Loudon County, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For the purposes of this contract, "illegal immigrant" shall be defined as any person who is not either a United States Citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal Immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract.

Contractor/Vendor hereby attest, warrants, certifies, and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract/purchase order. The Contractor shall reaffirm this attestation, in writing; by completing and submitting a signed copy of the attached Attestation document with bid documents and shall reaffirm in writing annually should this contract be eligible for renewal for the period of this contract.

3. **NON-DISCRIMINATION:** Loudon County Government covenants that no person shall be excluded from participating in the bidding process on the grounds of handicap, age, race, color, religion, sex, or national origin.

Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor.

4. **CONFLICT OF INTEREST/CODE OF ETHICS:** The following conduct is expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Funds. Vendor, by submitting a signed bid, certify that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee (elective or appointive) of Loudon County Government, Loudon County Board of Education or Lenoir City Board of Education as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement. No employee, officer, or agent elective of Loudon County Government shall participate in the selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. As permitted by law or regulation, Loudon County Government will provide for penalties, sanctions, or other disciplinary actions for violations of these standards by officers, employees, or agents of the County or by the Contractors or the Contractor's agent.
5. **CHILD LABOR:** Contractor agrees that no products will be provided or used under this Contract that have been manufactured or assembled by child labor.
6. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a Bidder, or who has quoted prices on materials to a Bid, is not thereby disqualified from submitting a sub-Bid or quoting prices to other Bid.
7. **INSURANCE:** By submitting a bid, the bidder acknowledges that it has read and understands the insurance requirements for the bid. The successful Vendor shall obtain and keep in force for the term of the contract for services, workman's compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Bidder or any employee or subcontractor of Bidder. Submission of a copy of your insurance coverage will be mandatory within 30 days of award; otherwise, the County may rescind its acceptance of the Bidder's bid.
8. **COMPLIANCE WITH ALL LAWS AND REGULATIONS:** By submitting a response to this bid, the vendor commits to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this bid contract and shall obtain all necessary permits.

Vendor must complete and return all enclosed forms attaching an authorized signature. Failure to complete and return all the requested forms may result in bid rejection.

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 in Department of Labor Regulations (41CFR, Part 60). All contracts over \$100,000.00 will require compliance with the **Clean Air Act, the Clean Water Act, and Federal Water Pollution Act, and the Environmental Protection Agency regulations** issued under Section 306, Executive Order 11738.

Bidders must comply with mandatory standards and policies related to energy efficiencies which are contained the State Energy Plan issued in compliance with the **Energy Policy and Conservation Act** (PL 94-165). Positive effort will be made to involve minority and small businesses.

A **Certificate of Lobbying** for contracts over \$100,000 and a **Debarment/Suspension Certificate** for contracts over \$25,000 must also be signed and returned.

Bidders must comply with the “**Buy American**” provision as outlined in the USDA Policy Memorandum 210.21-14 and 220.17-01: Buy American Provision. Domestic commodities or products for use in meals served under the National School Lunch Program and the School Breakfast Program, to the maximum extent possible must have 51% of the final processed product consist of agricultural commodities that are grown domestically. Domestic commodities or products are ones that are produced and processed in the United States substantially using agricultural commodities that are produced in the United States.

Two situations may warrant a waiver to the 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.

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

The successful bidder must have a working HACCP Plan in place and supply a copy of this plan upon request.

9. **SIGNING OF BID FORMS:** Vendors must complete and return the bid forms enclosed in this bid package. Forms must be signed by an authorized company representative who has the authority to bind the company contractually. Failure to complete and return the bid forms as noted below may result in bid rejection.

1. Vendor Information Sheet
2. Background Check (Criminal History)
3. Attestation Regarding the Use of Illegal Immigrants
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
5. Certificate of Independence Price Determination
6. Certification Regarding Lobbying for all contracts over \$100,000
7. School system Agreement Section
8. Contact Information Sheet for Placing Orders
9. Certification Regarding “Buy American” Requirements
10. HACCP Compliance Form

10. **RIGHT TO INSPECT:** Loudon County Government and Lenoir City Board of Education reserve the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

11. **AWARD PROTEST PROCEDURE:** Loudon County Purchasing Department has an established procedure concerning protest of awards. A complete copy of the Award Protest Procedure may be obtained by contacting the Purchasing Office. A vendor who believes there has been a problem with the process or decision should notify the Purchasing Department, in writing, within five (5) business days after notification of the award decision. Complaints received after five (5) business days of the award notification has been made will not be considered for review. It is the responsibility of each School Food Service Department to notify the Tennessee Department of Education School Nutrition Office of the dispute as soon as possible.

12. **SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

13. **DEFAULT/BREACH OF CONTRACT:** If Vendor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Loudon County may terminate this contract in whole or in part, and may consider such failure or noncompliance a breach of contract. Loudon County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Loudon County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Loudon County reserves the right to purchase its requirements elsewhere, with or without competitive bidding. **At any time after the contract award Loudon County Government and Lenoir City Board of Education reserve the right to re-bid or accept the next lowest bidder for any category of items for non-compliance of any bid condition or product specification.**
14. **REJECTION OF BIDS:** Loudon County reserves the right to reject the bid of any Bidder who previously failed to perform adequately for Loudon County or any other governmental agency. Loudon County expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due Loudon County.
15. **TERMINATION OR EXTENSION FOR CAUSE AND/OR COVENIENCE:** Loudon County Purchasing on behalf of the Loudon and Lenoir City Boards of Education and the Loudon County Jail may terminate this agreement with or without cause at anytime. In the event of termination by either part, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. The contract may be extended for an additional sixty days after expiration date by mutual agreement providing the Loudon County Purchasing Director authorizes such extension in writing.
16. **IDEMNIFICATION/HOLD HARMLESS:** Vendor shall indemnify, defend, save and hold harmless Loudon County Government and the Lenoir City Board of Education, its officers, agents and employees from all suites, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.
17. **QUANTITIES:** It shall be understood by all parties that any contract established as a result of this invitation will not obligate Loudon County Government or the Loudon County or Lenoir City Board of Education to purchase any quantity in excess of actual requirements. While the quantities shown are classified as annual estimates for bidding purpose, they do result from actual historic tabulation. These quantities may vary from year-to-year.
18. **REMEDIES:** Loudon County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorneys fees.
19. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Loudon County, Tennessee. The Chancery Court and / or Circuit Court of Loudon County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.

SECTION III SPECIAL TERMS, CONDITIONS AND PRICING

1. **INTENT:** The Loudon County and Lenoir City Boards of Education and the Loudon County Jail request price bids on Milk and Milk Products to be to be used in the School and Jail Food Service Programs. The objective is to select suppliers providing for open and free competition, comparability, and documentation of all purchases.

Each bidder should review the “School System Agreement Section”. The bidder should also review any state regulations regarding the Jail in determining prices for this bid.

All milk products must be produced, handled and pasteurized in conformity with the provisions of the Standard Milk Ordinance and Code, to comply with the specifications on the bid sheet. All food must be processed and packaged under the best possible sanitary conditions in accordance with local, State of Tennessee, and Federal Pure Food Laws and Health regulations. All foods shall conform in every respect to the provisions of the Federal Food and Drug Act of June 30, 1906 and amendments thereto and subsequent decisions by the U.S. Department of Agriculture. It must be emphasized and clearly understood by all bidders that the Boards of Education insist that food delivered be wholesome and of the quality designated **FOR THE ULTIMATE CONSUMER IS THE SCHOOL CHILD**. All products must be of the latest pack and guaranteed.

Bidders must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs 7 CFR Parts 210 and 220.

The following is required:

>Trans fat per portion must be zero grams

>Unflavored milk must be 1% or less fat and flavored milk must be 0% fat.

All bidders must supply nutritional fact sheets/labels with nutritional information as a part of the bid packet. The information is required to properly analyze/evaluate the bids prior to the award.

2. **CONTRACT PERIOD:** Contract shall begin on August 1, 2014 and continue until July 31, 2015. Jail delivery will begin August 1, 2014. The first Lenoir City Schools and Loudon County Schools delivery is required Monday, August 4, 2014.

At any time during the bid period the Loudon County Purchasing Office retains the right to re-bid because of poor quality or service.

3. **SUBSTITUTION:** If during the contract period the successful vendor cannot supply an item, the School Nutrition Supervisor AND the Jail Kitchen Supervisor MUST be notified before a substitution is made. Substitutions for the schools will not be accepted unless authorized by the School Nutrition Supervisor. Substitutions for the jail will not be accepted unless authorized by the Jail Kitchen Supervisor. Any items delivered that were not authorized as noted will have to be picked up at the vendor's expense and proper credit issued to the school(s) or jail where the deliveries were made.
4. **BID FORM:** Vendor must submit bid on attached bid form.
 - A. All bids must be made on the attached forms. An authorized official who has the authority to bind his company contractually must sign the bid form in ink and indicate his title.
 - B. All bids must be complete, showing the brand or trade name of each item and the price of the unit to be shipped.
 - C. If the bidder changes pack, size, brand, or any other specification, it must be “**clearly marked**” on the bid form before it is considered. The bidder will recalculate usage and line extensions to make necessary conversions for differences in pack size. 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. In the event a vendor fails to quote a price on an item, the highest price for that item from all bids received will be inserted to calculate the bottom line price. The School Food Service Departments will adjust the bottom line total if mathematical conversions and extensions indicate the need for correction.
 - D. Vendors are encouraged to check their prices carefully before submitting bid. Any errors found after bid opening cannot be changed and vendor will have to honor the price. If items are not available after the bids are opened, the Loudon County Purchasing Director reserves the right to

award the contract to the next qualified vendor. Bid prices must be legibly typed or written in ink. Pencil will not be accepted. Erasures or the use of typewriter correction fluid on bid forms is not acceptable and may result in rejection of the bid. Prior to submission or opening, errors may be crossed out, corrections entered, and initialed by the person signing the bid. Mathematical calculations involving decimals must be carried to two (2) places. No bid shall be altered or amended after the specified time for opening.

5. **SAMPLES:** Vendors may be required to submit samples of the items. Samples requested will be marked on the bid sheet or requested by the School Nutrition Supervisor. Samples are to be furnished without cost to the School System and are to be sent to the school designated by the School Nutrition Supervisor and marked "SAMPLE". The samples will be used to help determine selection of items.
6. **ORDERS:** The School Nutrition Supervisor or designee and the Jail Kitchen Supervisor, on a weekly basis, will place all orders with a company representative. An appointment time will be set which is mutually agreeable and convenient for each one.
7. **DELIVERIES:**
 - A. Deliveries shall be made to each of the Schools and the Jail before 10:30 a.m. each day. Deliveries shall **NOT** be made before 6:00 a.m. as this is the earliest that any cafeteria would be staffed. **Deliveries shall be made daily unless otherwise approved by the School Nutrition Supervisor or the Jail Kitchen Supervisor.** For security reasons, drop deliveries will not be accepted. **Sufficient supply must be delivered to cover any meal periods (ie breakfast) until next delivery.**

Deliveries shall **NOT** be made after 2:00 p.m.
 - B. Delivery schedules will be altered to meet holiday, unplanned school closure and snow day schedules. Deliveries will be discontinued during regular school vacation periods as shown by a school calendar that will be provided to the successful bidder.
 - A. Deliveries will be made f.o.b. (free on board) destination to each school and the jail. Fuel Surcharges added to invoicing is not acceptable.
 - B. Deliveries must be made in mechanically refrigerated trucks maintaining a temperature appropriate for items shipped. The Loudon County and Lenoir City Boards of Education and the Loudon County Jail **reserve the right to reject the product if it is not at an acceptable temperature** or if delivery or storage equipment used by the carrier is not in a clean, sanitary condition and suitable for hauling of all items.
 - C. Milk is to be placed in the refrigerated milk box and/or cooler as specified by cafeteria manager. Milk is to be properly rotated by the delivery person.
 - D. The successful bidder shall provide locking milk coolers as needed in the serving area.
 - E. When quantity required exceeds available facility storage, additional storage equipment (i.e. milk coolers) must be provided at no additional cost to the customer. Coolers will be maintained by the vendor.
 - F. No milk shall be left in any milk box beyond the shelf-life date. The successful bidder agrees to replace milk that is spoiled or unfit for consumption due to the aging process with credit given for that milk. Unused milk is to be collected by the successful bidder **BEFORE ALL VACATION PERIODS.** Credit for such milk is to be noted on a separate invoice.
 - G. The vendor agrees to be responsible for damage to the milk boxes that are a direct result of carelessness of the delivery person. Each carrier shall furnish a Certificate of Insurance issued by an insurance company showing that the Loudon County Government and the Loudon and

Lenoir City Boards of Education will be protected from loss or damage to property of third persons or to the carrier's own property, loss of damage to the Loudon County and Lenoir City Board of Education and the Loudon County Jail commodities and injury or death to third persons or the carrier's employees. Carrier will assume full common liability of all shipment.

- H. If the vendor fails to deliver on a specified date, and does not notify the School Nutrition Supervisor and the County Jail Kitchen Supervisor, the Loudon County Purchasing Office reserves the right to approve purchasing commodities elsewhere with or without re-bidding and can terminate this contract in whole or in part after notification in writing.
8. **PENALTIES FOR FAILURE TO PERFORM:** If a product is not as specified, the following termination procedure and the basis for any settlement for all procurement over \$10,000.00 will take place:
- A. All items will be inspected upon arrival at the school. Inspection includes checking delivery temperature of product. If any articles are found to be defective or otherwise not in conformity with the specification, Loudon County Government and Lenoir City Board of Education shall have the right to reject items. It will be the responsibility of the vendor to defray any cost involved in the delivery and return of rejected articles.
 - B. Failure to deliver within the time specified, or within a responsible time, or failure to make replacements of a rejected commodity immediately will constitute authority to purchase on the open market or replace the commodity rejected or not delivered. On all such purchases, the contracted vendor agrees promptly to reimburse schools for excess cost caused by such purchase.
 - C. The School Systems and the County Jail retain the right to check compliance on any item. A sample selected at random of the product will be shipped to a USDA Acceptance Laboratory for verification of the USDA quality grade. The School Nutrition Supervisor and cafeteria personnel on a random basis will check compliance for yield. If the analysis indicates that the product meets the USDA quality grade and/or yield specifications, the school system will bear the cost. If the analysis indicates that the product does not meet the USDA quality grade and/or yield specified the vendor shall bear the cost of the analysis.
 - D. Any one or combination of penalties for failure to perform listed as follows may be used:
 - 1. Cost Adjustment
 - 2. Termination of Contract
 - 3. Suspension from future bidding (i.e. next bid period)
 - 4. Legal action and civil penalties
 - 5. Criminal action
 - E. In the event of failure of the Vendor to make deliveries of the milk and milk products in such quantities as required in accordance with specifications set forth, the authorized agent of the Loudon County and Lenoir City Boards of Education and the Loudon County Jail reserve the right to purchase milk in the open market.
9. **PERFORMANCE FILE:** 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.
10. **REPORTS:** Contractors shall be required to submit product utilization reports to the School Food Service Supervisor and the Jail Kitchen Supervisor per request. These reports shall be submitted for total quantity delivered per item in terms of bid units.

11. **INVOICE AND STATEMENTS:** An invoice for the purchase of items must accompany each delivery and be signed by the cafeteria manager or her designee. Unsigned invoices will not be paid. If an item must be returned or is rejected, the manager and the person delivering must sign the invoice.

The manager and/or his or her designee must sign all invoice or delivery slips at the time of delivery if payment is expected. All invoices must contain the following:

- A. Name of agency.
- B. Name of each item.
- C. Quantity of each item.
- D. Unit Price
- E. Extension of each price.
- F. Total for all items.
- G. Notation of shortages.
- H. Signature and authorized receiving personnel.
- I. Invoices issued in triplicate (one per vendor, cafeteria manager and food service office).

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**, which is the date through which billing should be made. The statements are to be sent to the School Nutrition Supervisor or designee and the Jail Kitchen Supervisor. Statements must be sent as soon after the last day of the month as possible. Payment will be made to the vendor when the contract has been verified and has met the System's procedure for payment.

Mail or E-mail statements to:

- 1) Loudon County School Food Service, Alison Millsaps May, Food Services Supervisor, 100 River Road, Loudon, TN 37774 or e-mail to millsapsa@loudoncounty.org
- 2) Lenoir City Schools Food Service, Kay Bailey, Food Services Supervisor, 2145 Harrison Avenue, Lenoir City, TN 37771 or e-mail to kbailey@lenoircityschools.com
- 3) Loudon County Jail, c/o Loudon County Finance, 100 River Road, Suite 109, Loudon, TN 37774 or email ap@loudoncounty-tn.gov

Payment will be made to the vendor when the contract has been verified and has met the System's procedure for payment.

12. **RECORDS:** All contractors are required to keep records for three years after Loudon County Government and Lenoir City Board of Education make final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, The State Agency, The United States Department of Agriculture, or Comptroller General may review any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contractors.
13. **PRICE ESCALATION/DE-ESCALATION:** All bidders must hold pricing for fluid milk products for a minimum of 30 days from bid date. Pricing for fluid milk products must be based on the Monthly Federal Milk Order for the month of May 2013. Pricing for fluid milk products can escalate or de-escalate in accordance with changes in the Dairy Farmers of America Southeast Council monthly report on Class I Skim Price per cwt. This price must be tied directly to the Federal Milk Order announcement for the applicable geographical zone. Prices for milk delivered can be escalated or de-escalated at the rate of \$.001 per half-pint for each \$.15 increase in the index. Any changes (up or down) in prices must be announced to the school district as soon as they are available. Suppliers are requested to submit the following: 1) WITH BID: A copy of the DFA monthly report for the month specified above.. All pricing must be based on this report. 2) EACH MONTH: A copy of calculations used to arrive at the monthly price accompanied by the DFA monthly report. Cost of other ingredients, fuel adjustments, packaging, etc. are not acceptable reasons for price escalation.
14. **PROVISIONS FOR TERMINATION AND EXTENSION:** When mutually agreed upon, the Loudon County Purchasing Office or the successful bidder may terminate the contract with forty-five days

written notification. Also, it may be extended for an additional sixty days after expiration by mutual agreement in writing providing the Loudon County Purchasing Office authorizes such extension. The Loudon County Purchasing Office may terminate the contract for cause with ten days written notification. Termination for cause shall be at the discretion of Loudon County Purchasing Office and shall be, but is not limited to, failure to supply products specified within the time allowed or failure to comply with the terms, conditions, or provisions of this bid.

14. **ESTIMATED USAGE:** Based upon the predicted enrollment and serving needs, the daily usage at each school will be approximately as follows (usage to include the following types: one-half pints to include: skim, fat-free flavored, 1%, and 16 oz. plastic containers to include: low-fat chocolate milk and orange juice). Estimated equipment needs are also listed.

School: Eaton
Usage: 728
Milk boxes needed= 2

School : Fort Loudoun
Usage : 245
Milk boxes needed = 2

School: Greenback
Usage: 480
Usage/pints: 50
Milk boxes needed = 2

School: Highland Park
Usage: 340
Milk boxes needed = 2

School: Loudon Elementary
Usage: 500
Milk boxes needed = 2

School: Loudon High
Usage: 430
Usage/pints: 50
Milk boxes needed = 4

School: North Intermediate/Middle
Usage: 580
Milk boxes needed = 4

School: Philadelphia
Usage: 460
Milk boxes needed = 2

School: Steekee
Usage: 290
Milk boxes needed = 1

School: Lenoir City Elementary
Usage: 600
Milk boxes needed = 2

School: Lenoir City Middle
Usage: 600
Milk boxes needed = 2

School: Lenoir City High
Usage: 600

Usage/Pints: 100
Milk boxes needed = 3

Loudon Co. Jail
Usage: 600 gallons/year and 850 half pints/year

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 USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

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AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, president or other principal

Officer of _____, swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by _____,

President or principal officer of

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

**LOUDON COUNTY GOVERNMENT
ATTESTATION
REGARDING THE USE OF ILLEGAL IMMIGRANTS IN THE
PERFORMANCE OF ANY CONTRACT**

In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124), the undersigned Contractor/Vendor hereby attests, warrants and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the service of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract/purchase order.

Name of Contractor/Vendor _____

Federal ID Number or Social Security Number _____

Loudon County Bid No. 2013-299

Date Attested _____

Signature _____

Printed Name _____

Title _____

Note: Individual signing must have contractual authority to bind the entity.

**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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(A) By submission of this offer, the Supplier certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Supplier or with any competitor;
2. Unless otherwise required by law, the prices, which have been quoted in this offer have not been knowingly disclosed by the Supplier and will not knowingly be disclosed by the Supplier prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other Supplier or to any competitor;
3. No attempt has been made or will be made by the Supplier to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

(B) Each person signing this offer certified that:

1. He or she is the person in the Supplier’s organization responsible within that organization for the decisions as to the prices being offered herein and that he or she has not participated, and will not participate in any action contrary to A-3 above; or
2. He or she is not the person in the Supplier’s organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A-1 through A-3 above, and as their agent does not hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A-1 through A-3 above.

Signature of Vendor’s Authorized Representative

Title

Date

In accepting this offer, the sponsor certified that the sponsor’s officers, employees or agents have not taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Vendor’s Authorized Representative

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, 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 certification 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 or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 of 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.

FNS Grant/Cooperative Agreement:

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

"SCHOOL SYSTEM AGREEMENT SECTION"

AGREEMENT

The undersigned agrees to comply with all provisions as stated in the General and Special Bid Conditions and Product Specifications of the Food Service Departments of Loudon County and Lenoir City, if awarded the bid.

SUBMITTED BY: _____

ADDRESS: _____

REPRESENTATIVE: _____

DATE: _____

CONTACT INFORMATION

1. **CONTACT PERSON FOR INSIDE CONTRACT ADMINISTRATION**

In the event your firm receives a contract as a result of this Invitation for Bid, please designate an inside person we may contact during the period of the contract for prompt contract administration.

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

E-MAIL: _____

2. **FIELD TERRITORIAL SALES REPRESENTATIVE**

In the event your firm receives a contract as a result of this Invitation for Bid, please designate a person who will be available during the period of the contract, both prior to commencement and during the life of the contract, for PERSONAL VISITS to the Supervisors of School Food Services and the Loudon County Jail.

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

E-MAIL: _____

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 *(if requesting waiver due to price, list U. S. price then foreign price)	Approved (SNP use only)

**use additional pages if needed*

Vendor must provide pricing on U. S. and foreign products if a “Buy American” waiver is requested because the cost of a domestic product is significantly higher than a foreign product.

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 _____

CERTIFICATION REGARDING NUTRITION STANDARDS (Milk)

Bidders must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs 7 CFR Parts 210 and 220.

The following is required:

- >Trans fat per portion must be zero grams
- >Unflavored milk must be 1% or less fat and flavored milk must be 0% fat.

“We certify that our food products meet the nutrition standards above.”

Date _____ **Vendor Name** _____

Completed By _____

HACCP COMPLIANCE

The undersigned verifies that this bidder has a working HACCP plan in place and agrees to supply a copy of said plan to the Food Service Departments of Loudon County and Lenoir City upon request.

SUBMITTED BY: _____

ADDRESS: _____

REPRESENTATIVE: _____

DATE: _____

REFERENCES

Provide the name of three similar institutions for which your company has in the past three years provided milk/milk products equal to or similar to those specified.

1. Company Name _____

Address _____

Contact Person _____

Telephone Number _____

Fax Number _____

2. Company Name _____

Address _____

Contact Person _____

Telephone Number _____

Fax Number _____

3. Company Name _____

Address _____

Contact Person _____

Telephone Number _____

Fax Number _____

Loudon County Government, Loudon County and Lenoir City Boards of Education

Request for Proposal No.

Contract Period: August 1, 2013 until July 31, 2014

Milk and Milk Products Bid Form

Category III

Item #	Specifications	Shipping Unit	Estimated Usage	Vendor Stock #	Unit Price	TOTAL
1	Cottage Cheese, low-fat, 1% fat	5# carton	112			
2	Sour Cream, cultured, fat free	5# carton	26			
3	Milk, chocolate flavored, fat-free, fluid milk, pasteurized, homogenized, fortified with Vitamins A and D; in paper carton	1/2 pint	502,870			
4	Milk, 1% low-fat , fluid milk, pasteurized, homogenized, fortified with Vitamins A and D; in paper carton	1/2 pint	256,363			
5	Milk, skim , fat free, fluid milk, pasteurized, homogenized, fortified with Vitamins A and D; in paper carton	1/2 pint	9,073			
6	Milk, strawberry flavored, fat-free, fluid milk, pasteurized, homogenized, fortified with Vitamins A and D; in paper carton	1/2 pint	49,928			
7	Milk, vanilla flavored, fat-free, fluid milk, pasteurized, homogenized, fortified with Vitamins A and D; in paper carton	1/2 pint	100			
	Milk, 2% low-fat, fluid milk, pasteurized, homogenized, fortified with Vitamins A and D; in paper carton, JAIL ONLY	1/2 pint	22,908			
8	Milk, 1% or less, milk fat, pasteurized, homogenized, fortified with Vitamins A and D	gallon	37			
9	Milk, buttermilk , low-fat, fluid milk, pasteurized and homogenized, fortified with Vitamins A and D	1/2 gallon	167			
10	Tea , sweetened	gallon	96			
11	Orange juice , 100% pure from concentrate, pasteurized	4 oz.	85,309			
12	Orange juice , 100% pure from concentrate, pasteurized	8 oz.	10,706			
13	Milk, fluid, fat free, chocolate flavored, pasteurized, homogenized, fortified with Vitamins A and D, fat free - a la carte only for grades 9-12	12 oz	7,596			
14	Orange juice, 100% pure from concentrate, pasteurized - a la carte only for grades 9-12	12 oz	1,909			
GRAND TOTAL						

Company Name

Contact Person for this Account

Authorized Signature

Phone Number