

Loudon County Government Request For Bid

Loudon County Purchasing
Susan Huskey, CPPB, CPA, Senior Buyer
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May 11, 2014

Fresh Produce Bid/Verifiable Market Bid Bid No. 2014-320 Contract Period: August 1, 2014 – July 31, 2015 Opening Date: June 10, 2014 – 10:00 AM

Loudon County Government is soliciting bids for Fresh Produce Products (including all fresh and pre-cut fruits and vegetables) for the Lenoir City, Loudon County and Alcoa City Boards of Education and the Loudon County Jail to be used in the cafeteria programs. All items should be priced according to the pricing structure contained in this document. **The purpose of this bid is to select one primary produce supplier based on a verifiable market bid with weekly price adjustments for the period of one-year.**

Lenoir City and Alcoa City Schools will be participating in the Department of Defense (DOD) program this year. This bid will serve to supplement these systems in their produce procurement.

Please review these documents carefully. Submission of your bid must be in a sealed envelope and marked “**Fresh Produce 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 Schools and Loudon County Schools delivery is required Monday, August 4, 2014. The first Alcoa City Schools delivery is required August 1, 2014.

Any questions or concerns regarding the bid specifications, terms or conditions or the bidding process must be directed to Susan Huskey at 865-458-4663, ext 102.

Loudon County Government
Fresh Produce Products
Request for Bid No. 2014-320
Contract Period: August 1, 2014 to 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 X102. 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 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 bidders will be notified by mail when an award has 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, Lenoir City and Alcoa City Boards 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. **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 and Alcoa City Boards 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, Lenoir City or Alcoa City Boards 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 good 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 ten (10) business days after notification of the award decision. Complaints received after ten (10) 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 protest 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 and Alcoa City Boards 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, Lenoir City and Alcoa 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 and Alcoa City Boards 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 understand by all parties that any contract established as a result of this invitation will not obligate Loudon County Government or the Loudon County, Lenoir City, or Alcoa City Boards of Education to purchase any quantity in excess of the actual requirements. While the quantities shown are classified as annual estimates for bidding purposes, they represents actual historic data. 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, Lenoir City and Alcoa City Boards of Education and the Loudon County Jail request price bids on fresh produce 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" and be familiar with any state regulations regarding the Jail procedures of this agreement in determining prices.

Section 9 (j) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758 (j) is amended to encourage schools to purchase locally produced foods, to the maximum extent

practicable and appropriate. Bidders are STRONGLY encouraged to enter into purchase agreements with local producers and supply those local products on the school nutrition bid.

To encourage the USDA's Farm to School Initiative, this bid does not preclude the Loudon County, Lenoir City and Alcoa City Boards of Education and the Loudon County Jail from purchasing locally grown produce that can be obtained at a comparable price.

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.

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. The first Alcoa City Schools delivery is required August 1, 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. **ITEMS BID:** Vendors are to submit bids as specified herein. Vendor certifies, by submitting a price on a particular item, that they regularly stock the item and have it available for shipment. If a vendor submits a price for an item substitute, determination of equality of product is solely Loudon County's responsibility.
4. **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.
5. **ACCEPTANCE OF GOODS:** Acceptance of goods shall not commence until Loudon County Government and Lenoir City and Alcoa City Boards of Education inspect and formally accept the goods. Loudon County Government and Lenoir City and Alcoa City Boards of Education reserve the right to refuse the liability for payment of the delivery of damaged goods, goods lost or damaged due to early or late deliveries, of any damage caused by the Vendor's employees. Loudon County Government and Lenoir City and Alcoa City Boards of Education reserve the right to reject any and all items not in conformance with applicable specifications, and Vendor assumes the costs associated with such nonconformance. Acceptance of goods does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
6. **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 name of each item and the price of the unit to be shipped.
 - C. If the bidder changes pack, size, 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 typed or legibly 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.

7. **BID PREPARATION:** This is a verifiable market condition bid with a Contractor determined fee structure. This fee structure will remain constant for the term of the bid. For the purpose of the initial bid document the pricing will reflect market prices at the time of completion. The bid prices contained in your initial bid submission are considered "firm" for the first week of deliveries. Those prices may be adjusted weekly to accurately reflect the changes in the fresh produce market conditions, **but the pricing structure that your initial bid is based on must remain in effect throughout the entire course of the contract period.**

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. For new/never used item's estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase.

Each supplier should bid on all items on the bid document. 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. Loudon County Purchasing will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

The Contractor shall submit fresh produce pricing weekly. The day of the week shall be established after the bid is awarded and delivery schedule is determined. The Contractor shall either fax or email to the School Nutrition Directors of Loudon County Schools, Lenoir City Schools, Alcoa City Schools and the Loudon County Jail by 10:00 a.m. on the selected day of the week. Items that have experienced a change in **verifiable market conditions** either upward or downward shall indicate a price adjustment to take effect on the following week of said notice. Loudon County Schools, Lenoir City Schools, Alcoa City Schools and the Loudon County Jail require appropriate documentation be maintained by the contractor to support the price adjustment. These records shall be made available upon request for audit by school system officials or their designee. (Verifiable resources for documentation include <http://www.marketnews.usda.gov/portal/fv> Fruit and Vegetable Market News Website and other third party market sources.) **At no time shall the requested price adjustment reflect an increase in the overall mark-up amount of the original pricing structure per item as originally bid by the vendor.** All revised prices must be held firm for one week.

8. **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.

9. **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.

10. **DELIVERIES:**

- A. All produce products shall be delivered fresh and all pre-cut items shall have a minimum of 7 days shelf life upon delivery to kitchens.
- B. Deliveries will be made f.o.b. (free on board) to each school and the jail.
- C. Deliveries shall be made to each of the Schools and the Jail before 10:30 a.m. each day. School deliveries shall NOT be made before 6:30 a.m. or after 2:00 p.m. Monday through Friday based on school calendar. Deliveries shall be made **weekly or twice weekly** depending on customer preference. For security reasons, drop deliveries will not be accepted. Stock is to be placed adjacent to the appropriate storage areas as designated by the manager or her designee.

The day of delivery each week and the size of the order will be established by mutual agreement between the School Nutrition Supervisor or designee, the Jail Kitchen Supervisor and the vendor representative. Emergency deliveries will be made when necessary.

- D. 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 vendor.
- E. Deliveries must be made in trucks maintaining an appropriate temperature for items shipped. The Loudon County, Lenoir City and Alcoa City Boards of Education and the Loudon County Jail reserve the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition and suitable for hauling of all items.
- F. Each carrier shall furnish a Certificate of Insurance issued by an insurance company showing that the Loudon County Government and the Loudon, Lenoir City and Alcoa 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, Lenoir City and Alcoa City Boards 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.
- G. 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.

11. **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. If any articles are found to be defective or otherwise not in conformity with the specification, Loudon County Government and Lenoir City and Alcoa City Boards 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 fresh produce products in such quantities as required in accordance with specifications set forth, the authorized agent of the Loudon County, Lenoir City and Alcoa City Boards of Education and the Loudon County Jail reserve the right to purchase produce in the open market.
12. **PERFORMANCE FILE:** Vendors with poor performance will be notified at the time of such performance and be given the 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 (1) year.
13. **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.
14. **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. One statement for each delivery location showing all invoices and credit memos for that location shall be sent to the following locations no later than five (5) business days after the last day of the calendar month.

Mail or E-Mail statements to:

- 1) Loudon County School Food Service, 100 River Road, Loudon, TN 37774 or e-mail to millsapsa@loudoncounty.org
- 2) Lenoir City Schools Food Service, 2145 Harrison Avenue, Lenoir City, TN 37771 or e-mail to kbailey@lenoircityschools.com
- 3) Alcoa City Schools, 524 Faraday Street, Alcoa, TN 37701
- 4) Loudon County Jail, c/o Loudon County Finance, 100 River Road, Suite 109, Loudon, TN 37774 or email to 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.

15. **RECORDS:** The successful Vendor is required to keep records for three years after Loudon County Government and Lenoir City and Alcoa City Boards 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.
16. **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.

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.

USDA is an equal opportunity provider and employer.

**Loudon County Government
Fresh Produce Products
Bid No. 2014-320
Bid No. Contract Period: August 1, 2014 to July 31, 2015**

VENDOR INFORMATION

Vendor _____

Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Telephone Number _____ Fax Number _____

Email Address _____

Authorized Signature _____

Printed Name _____

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 Contract or Purchase Order Number _____

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 Project Specifications of the Food Service Departments of Loudon County, Lenoir City and Alcoa City Schools, 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: _____

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: _____

Loudon County Schools, Lenoir City Schools, Loudon County Justice Center, Alcoa City Schools
VERIFIABLE MARKET CONDITION - PRODUCE BID # 2012-282 August 1, 2013 - July 31, 2014

Bid Amount for: August 1, 2013 - August 8, 2013

Company Name: _____

All Pre-Cut Fruits and Vegetables shall have a minimum of 7 days shelf life upon delivery to schools

Note: Estimates provided are not guarantees of the actual volume of produce that will be purchased

ITEM - SPECIFICATIONS	COUNT	UNIT	EST	VENDOR	BID	TOTAL COST
		TO	ANNUAL	STOCK #	AMOUNT	
		BID	USAGE			
Apple - Fuji - firm, crisp, well-colored	100 count	case	10			
Apple - Gala - firm, crisp, well-colored	125 count	case	50			
Apple - Golden Delicious - firm, crisp, well-colored	125 count	case	75			
Apple - Granny Smith - firm, crisp, well-colored	125 count	case	30			
Apple - Red Delicious - firm, crisp, well-colored	125-138 count	case	110			
Apple Slices - Raw, individual packs	100/1 oz.	case	675			
Bananas - Regular Mostly yellow with green tips, brightly colored, free from bruises, scars, discoloration, uniform length and ripeness	NA	pound	40			
Bananas - Regular, uniform length and ripeness. Mostly yellow with green tips , brightly colored, free from bruises, scars, discoloration	100-120 count	40 #	365			
Bananas - Regular, uniform length and ripeness. Ripe , brightly colored, free from bruises, scars, discoloration	100-120 count	40#	95			
Blackberries	12 count	12 count	5			
Blueberries	12/4 oz	case	15			
Broccoli, snack pack	40/2 oz	case	5			
Broccoli - small flower with none opened to show bright yellow flower, should be dark or sage green	NA	1 head	35			
Broccoli Florets - small flower with none opened to show bright yellow flower, should be dark or sage green	Varies	3#	140			
Cabbage - green - fresh, crisp, solid	NA	pound	250			
Cabbage - red - fresh, crisp, solid	NA	pound	100			
Cantaloupe - firm, fresh melon, not overripe and free from blemishes or signs of decay	NA	1 melon	40			
Cantaloupe - firm, fresh melon, not overripe and free from blemishes or signs of decay	9 count	case	15			
Carrots - Baby - ready to serve, firm, crisp, good orange color, Ind pkg	100/2 oz	case	400			
Carrots - Baby - ready to serve, firm, crisp, good orange color	1 # bag	each	1060			
Carrots - Bulk - without tops, well shaped, smooth, solid, firm, good orange color	Varies	pound	10			
Carrots - Sticks - fresh, crisp, solid	Varies 3" length	5 #	105			
Cauliflower - ready to serve, buds and firm, with a shelf-life, of one week, without showing signs of decay	NA	1 head	44			
Cauliflower Florets - ready to serve, buds and firm, with a shelf-life, of one week, without showing signs of decay	Varies	3 #	70			
Celery - Diced - clean, fresh and in sealed bags	NA	5 #	10			
Celery - Sticks, fresh crisp, solid, shelf life of one week without showing signs of decay	Varies 3" length	5 #	41			
Celery - Whole, fresh crisp, solid, rigid with glossy surface, stalks should be light to medium green with mostly green leaflets, shelf life of one week without showing signs of decay, stalks approx. 16" long	NA	3 count	30			
Coleslaw Mix - mixture of chopped cabbage with some carrot	NA	5 #	510			
Cucumbers - (medium, slicing type), firm, good green color, well developed and shaped	Varies 6" long	pound	405			
Eggs - white, large AA, loose	NA	15 dozen	120			
Grapes, White, Seedless - firm, no decay, shelf life of one week without showing signs of decay	NA	18 #	60			
Grapes, Red, Seedless - firm, no decay, shelf life of one week without showing signs of decay	NA	18 #	350			
Grapes, seedless, snack pack	50/2 oz	case	35			

Loudon County Schools, Lenoir City Schools, Loudon County Justice Center, Alcoa City Schools
VERIFIABLE MARKET CONDITION - PRODUCE BID # 2012-282 August 1, 2013 - July 31, 2014

Bid Amount for: August 1, 2013 - August 8, 2013

Company Name: _____

All Pre-Cut Fruits and Vegetables shall have a minimum of 7 days shelf life upon delivery to schools

Note: Estimates provided are not guarantees of the actual volume of produce that will be purchased

ITEM - SPECIFICATIONS	COUNT	UNIT	EST	VENDOR	BID	TOTAL COST
		TO	ANNUAL	STOCK #	AMOUNT	
		BID	USAGE			
Honeydew - firm, fresh melon, not overripe and free from blemishes or signs of decay	NA	1 melon	60			
Kiwi - firm, free from decay, not overripe or bruised	39 count	7.5 # cs	10			
Lemons - firm, free from decay	235 size	1/3 dozen	25			
Lettuce, Green Leaf - fresh, firm and crips	24 count	24 count	20			
Lettuce, Iceberg - fresh, firm, round, solid with crisp green outer leaves with lighter green inner leaves	NA	1 head	290			
Lettuce, Iceberg - fresh, firm, round, solid with crisp green outer leaves with lighter green inner leaves	24 count	case	6			
Lettuce, Chopped - iceberg type, clean, chopped, fresh and in sealed bags	NA	5 #	5			
Lettuce, Chopped - iceberg type, clean, chopped, fresh and in sealed bags	NA	4/5#	75			
Lettuce, Romaine	24 count	case	30			
Lettuce, Romaine, clean, chopped, fresh and in sealed bags	6/2#	case	100			
Lettuce, Romaine, clean, chopped, fresh and in sealed bags	N/A	2 #	575			
Lettuce, Shredded - iceberg type, 1/8" shred, fresh and in sealed bags	NA	5 #	220			
Lettuce, Shredded - iceberg type, 1/8" shred, fresh and in sealed bags	NA	4/5#	85			
Onions, Yellow, Sweet, Vadalia type - medium, mature round to oval. Approx. 2 1/2" in diameter. Mild in flavor, dry, hard and firm with small necks, covered with paper outer scales	Varies	1/10#	60			
Onions, Red - mature, round to oval, mild in flavor for eating raw or cooking, dry, hard and firm with small necks	Varies	1/5#	50			
Oranges - firm, no decay, well formed with good color, reasonably smooth skin	125 count	case	20			
Oranges - Sweet, Navel, California - firm, no decay, well formed with good color, reasonably smooth skin	113 count	case	260			
Orange slices (smiles)	50/3 oz	case	300			
Peaches - Freestone - no bruising or signs of decay.	80 count	case	10			
Pears- Any Summer or Winter Variety (no Keiffer), firm, free from decay	90-100 count	case	10			
Peppers, Green - Bell minimum 2.5" x 2.5" - medium size, firm with dark green glossy color, relatively heavy weight	Varies	1/5#	95			
Peppers, Red - Bell minimum 2.5" x 2.5" - medium size, firm with red-orange glossy color, relatively heavy weight	Varies	pound	135			
Peppers, Yellow - Bell minimum 2.5" x 2.5" - medium size, firm with yellow glossy color, relatively heavy weight	Varies	pound	60			
Pineapple - green in color, not overripe, no signs of decay	NA	1 each	5			
Pineapple, fresh, chunks	N/A	2/5#	10			
Plums - Red, Purple - no bruising or signs of decay.	45 - 50 count	case	10			
Potatoes, Sweet - golden orange color inside, firm flesh, free from blemishes	Varies	40 #	5			
Potatoes, White, Baking - Russet, firm flesh, free from decay, 50 # sack or carton	90 count	50 #	25			
Potatoes, White, Baking - Russet, firm flesh, free from decay, 50 # sack or carton	100 count	50 #	5			
Potatoes, White, Baking - Russet, firm flesh, free from decay, 50 # sack or carton	120 count	50 #	50			

Loudon County Schools, Lenoir City Schools, Loudon County Justice Center, Alcoa City Schools
VERIFIABLE MARKET CONDITION - PRODUCE BID # 2012-282 August 1, 2013 - July 31, 2014

Bid Amount for: August 1, 2013 - August 8, 2013

Company Name: _____

All Pre-Cut Fruits and Vegetables shall have a minimum of 7 days shelf life upon delivery to schools

Note: Estimates provided are not guarantees of the actual volume of produce that will be purchased

ITEM - SPECIFICATIONS	COUNT	UNIT	EST	VENDOR	BID	TOTAL COST
		TO	ANNUAL	STOCK #	AMOUNT	
		BID	USAGE			
Radishes - plump, round, firm and good red color, without tops, medium size (3/4" to 1 1/2") packed in 6 oz bag	6 oz bags	per bag	100			
Raspberries, red or black, plump,	12 count	12 count	5			
Salad Mix - Iceberg, with separate carrots, red cabbage - fresh and in sealed bags	NA	5 #	205			
Salad Mix - Iceberg, with separate carrots, red cabbage - fresh and in sealed bags	4/5 #	20 #	150			
Snow Peas	pound	pound	5			
Spring Mix - lettuce mix of assorted salad greens	3 #	per bag	40			
Spinach (stemmed and washed) - curly leaf, green, crisp, tender leaves free from insects, blemishes, dirt and decay	2.5 lb bag	each	45			
Squash, Yellow - crook-neck variety, firm fresh and free from decay	varies	pound	5			
Strawberries - All varieties - no bruising or signs of decay.	8/1lb.	case	85			
Tangerines - Eastern or Western Pack - firm, no decay, well formed with good color	120-150 count	case	5			
Tomatoes (5x6, stage 5 ripeness) - rich red color, well shaped, smooth and firm, must be free from blemishes, cracks, green or sunburned areas, not overripe or bruised.	NA	1/10#	260			
Tomatoes (5x6, stage 5 ripeness) - rich red color, well shaped, smooth and firm, must be free from blemishes, cracks, green or sunburned areas, not overripe or bruised.	Aprox 2.5 - 2.75" diameter	20 #	25			
Tomatoes, Cherry - Rich red color, well shaped, smooth and firm, less than 1" in diameter	NA	1 pint	10			
Tomatoes, Cherry - Rich red color, well shaped, smooth and firm, less than 1" in diameter	12 pints	12 pints/flat	50			
Tomatoes, Grape - Rich red color, well shaped, smooth and firm, approx 1" in diameter	NA	1 pint	10			
Tomatoes, Grape - Rich red color, well shaped, smooth and firm, approx 1" in diameter	12 pints	12 pints/flat	75			
Watermelon, Red, seeded	19-24 lb	1 melon	10			
Watermelon, Red, seedless	13-18 lb	1 melon	120			
Zucchini - fresh, free from decay, deep green color	varies	pound	5			
				GRAND TOTAL \$		_____
Authorized Bidder's Signature	Date					
_____	_____					
Authorized Bidder's Name	Position					
_____	_____					