



WHITE COUNTY, TENNESSEE  
DEPARTMENT OF FINANCE  
COURTHOUSE ROOM 204  
1 EAST BOCKMAN WAY  
SPARTA, TENNESSEE 38583  
PHONE (931)-836-3216 FAX (931)-836-3343  
[finance@whitecountyttn.gov](mailto:finance@whitecountyttn.gov)

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**WHITE COUNTY, TENNESSEE**  
**Bid Package**  
*for*  
**ITB Number: 2018-0629-01-027**

**School Nutrition Program**  
**Food Service Equipment**

Bid Opening:  
June 29, 2018  
2:00pm Central Time

Bid Opening Location:  
White County Department of Finance  
1 East Bockman Way, Room 204  
Sparta, Tennessee 38583

*Posted for public inspection at*  
*[whitecountyttn.gov/bids](http://whitecountyttn.gov/bids)*

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## **I. Purpose and Overview**

### **A. Purpose**

The White County Department of Finance, on behalf of the White County School Nutrition Program, is soliciting bids for the purchase of various food service equipment items.

### **B. Project Description**

The objective of this bid is to secure firm, fixed pricing on various pieces of food service equipment for the White County School Nutrition Program for the period of twelve (12) months.

### **C. Equipment Specifications**

#### **1. Warming Cabinet**

- a) Winston Industries Model HA4022 (or approved equal)
- b) Quantity: Two (2)
- c) Rolling (non-marking swivel casters with locks)
- d) Stainless steel construction with full perimeter insulation
- e) Electrical differential control
- f) Adjustable universal wire rack supports (14)
- g) Doors: reversible with magnetic handles
- h) Fan-less
- i) Water fill operated manually
- j) Electrical: 120v/60/1
- k) Warranty: 1 year (minimum)

#### **2. Convection Steamer**

- a) Cleveland Range Model 24CGA10.2 (or approved equal)
- b) Quantity: One (1)
- c) Stainless steel construction
- d) Gas (144,000 BTU total); 3/4" size, 144.0 MBTU
- e) Two (2) compartments with individual generators
- f) Capacity: Five (5) 12x20x2.5 pans/compartments
- g) Controls: 60-minute timer and manual (continuous steaming) bypass switch
- h) Doors: left hinged
- i) Water: One (1) standard treated and tap connection
- j) QTI1-CR Optipure Water Treatment System with filters
- k) Electrical: 115v/60/1
- l) Warranty: 2 year parts & labor; 3 year door; 5 year generator

#### **3. Pass-Thru Refrigerator**

- a) Delfield Model CSRPT2P-G (or approved equal)
- b) Quantity: One (1)
- c) Stainless steel construction
- d) Two-sections with 50.0 cubic feet
- e) Digital exterior temperature display
- f) Six (6) chrome wire shelves
- g) Doors: Glass hinged full height on kitchen side; solid on server side with locks
- h) LED interior light
- i) Electrical: 115v/60/1
- j) Warranty: 3 year parts & labor; 5 year compressor

**4. Tilting Kettle**

- a) Cleveland Range Model KGL25T (or approved equal)
- b) Quantity: One (1)
- c) Stainless steel construction
- d) Gas (90,000 BTU total); 3/4" size, 90.0 MBTU
- e) 25-gallon capacity
- f) 50 psi rating
- g) Electrical: 120v/60/1
- h) 2" tangent draw-off valve with ACME thread, 90° elbow, 8" length of 2" ID hose
- i) Spring-assisted cover
- j) Double pantry faucet with swing spout and mounting bracket
- k) Warranty: 2 year parts & labor

**5. Convection Oven**

- a) Blodgett Oven Model ZEPH-100-G-DBL (or approved equal)
- b) Quantity: Two (2)
- c) Stainless steel construction
- d) Double deck
- e) Capacity: 5 18"x26" pans per compartment
- f) SSI-D controls with digital timer
- g) Two speed fan
- h) Doors: dependent, glass
- i) Interior Light
- j) Gas (100,000 BTU); 3/4" size
- k) Electrical: 115v/60/1
- l) Legs: adjustable, 6"
- m) Porcelainized crumb tray
- n) Warranty: 2 year parts & labor; 3 year door

**6. Shelving Flex Cart**

- a) Cambro Model CPMU244867FXPKG (or approved equal)
- b) Quantity: Four (4)
- c) Two (2) mobile post kits
- d) Eight (8) traverses
- e) Thirty-six (36) angles divider bars
- f) Four (4) locking casters
- g) Twenty-four (24) ID tags
- h) Four (4) Cambro Model CPSK2448X1480 Plastic Shelving units (Camshelving)
- i) Six (6) Cambro Model CP814159 Ice Packs (Camchiller)

**D. General Requirements**

**1. Qualifications**

- a) Potential bidders must meet the following criteria:
  - i. Be able to provide a quality product as specified
  - ii. Offer reasonable pricing
  - iii. Provide dependable delivery of items ordered
  - iv. Meet specifications and bid conditions
  - v. Demonstrate successful past performance
  - vi. Provide 100% of the equipment requested
- b) A potential bidder may be rejected for one or more of the following reasons:
  - i. Inadequate or unacceptable product
  - ii. Inadequate sanitation
  - iii. Documented unacceptable product
  - iv. Unable to provide 100% of the equipment requested

**2. Bid Award**

Bids are to be opened at the place and time as named here within. Only the bottom line total figure will be read at the bid opening. Bids will also be examined for compliance with specifications and conditions outlined in the bid document.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The contract will be awarded in writing to the responsive and responsible bidder whose bid is the lowest bottom line cost while also taking into account the estimated lead times provided. It is the intent of the White County School Nutrition Program to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the School Nutrition Program. Regardless of the procurement method used, price and lead time are the final determining factors for awarding the contract.

White County and the White County School Nutrition Program reserves the right to accept or reject any or all bids. The White County School Nutrition Program will be responsible for the award of the bid. All bidders will be notified in writing of the bid award within ten (10) days of bid opening.

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Chad S. Marcum no later than ten (10) days after the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution are as follows:

- a) A meeting the School Nutrition Director participating in the bid, the hearing official and representatives from the disputing party to discuss and resolve the complaint will be scheduled within 15 days of the protest.
- b) All employees will be notified that they cannot purchase under this procurement until a decision by the hearing official is rendered. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.
- c) A written decision letter stating the reasons for the decision will be prepared by the hearing official in writing and delivered to the protestor and all parties involved. This decision letter will be mailed to the protestor with proof of delivery required. The letter will advise the protestor that he has a right to an additional review. An additional request must be written and addressed to the school board no later than ten (10) days from proof of delivery.

**3. Delivery and Installation**

All prices should include delivery, installation, and startup. Delivery will be made to White County Middle School; 300 Turntable Road; Sparta, Tennessee 38583. Delivery and installation must be scheduled in advance with the School Nutrition Supervisor.

**4. Minimum Orders**

White County will place a minimum order with the awarded vendor for the quantities as listed in Section I-C (Equipment Specifications). Quantities in excess of those listed in Section I-C may, but are not guaranteed to, be ordered by White County. In no event shall White County be held liable for quantity not ordered in excess of the amounts stated in Section I-C.

**5. Pricing Term**

Pricing under this bid shall be fixed and valid for a twelve (12) month period, beginning on June 29, 2018.

**6. Approved Equal**

Interested bidders must present a request for product substitution from that as outlined in this bid document by June 22, 2018 at 12 Noon Central Time. Late substitution requests will not be considered. A substitution request must be on company letterhead and contain the item for which the substitution is requested as well as the item being substituted. Detailed drawings and specifications for the proposed substitution must be provided with the substitution request letter. All substitution requests must be submitted to the School Nutrition Director by the aforementioned time at [tonya.savage@whitecoschools.net](mailto:tonya.savage@whitecoschools.net). White County will review all substitution requests properly presented and provide an addendum to this bid document by June 25, 2018 at 12 Noon Central Time if a substitution request is approved. The determination of a product being of equal or greater quality than that specified in this bid document will be made solely at White County's discretion.

**7. Records and Reports**

The awarded vendor agrees to maintain all books, records, and other documents relative to this bid for three (3) years after the final payment and any other pending matters are closed. By submitting a bid, the vendor agrees that White County, the State of Tennessee, USDA, or the Comptroller General of the United States may have full access to any books, documents, papers, or records of the vendor which are directly pertinent to this bid. If an investigation or audit is in progress, records shall be maintained until the matter is closed. Bidders accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of proposals and delivery time. It is the responsibility of the bidder to notify White county immediately if materials, as specified, are discontinued, recalled, replaced, or not available.

**8. Vendor Performance**

If the Vendor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, White County School Nutrition Program may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any Vendor with continued poor performance will be removed from the potential vendor list for one year.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the schools for excess costs incurred by such a purchase.

Reasons for product rejection may be any one of the following:

- a) Quality
- b) Price
- c) Serviceability of item (damage)
- d) Product does not meet bid specifications

**9. Breach of Contract**

A party shall be deemed to have breached the contract if any of the following occurs:

- a) Failure to provide products or services that conform to the specifications
- b) Failure to maintain or submit any report required hereunder
- c) Failure to perform in full or in part any of the other conditions of the agreement
- d) Violation of any warranty

Upon the occurrence of any event of breach, White County may take any one or more of the following actions:

- a) Give the vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor.
- b) Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School System determines that the Vendor has cured the breach, shall never be paid to the Vendor.
- c) Set off against any other obligation the School System may owe to the Vendor any damages the School System suffers by reason of any event of breach.
- d) Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both

**10. Termination for Cause**

If the vendor fails to properly perform its obligations under this contract in a timely or proper manner, or if the vendor violates any terms of this contract, White County shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contract is terminated for due cause by the County, the County shall have the option of awarding the contract to the next lowest bidder or bidding again.

**11. Termination for Convenience**

White county may, by written notice to the vendor, terminate this contract without cause for any reason. Said termination shall not be deemed a breach of contract by the County. The County must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The vendor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the County be liable to the vendor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**12. Regulation Compliance**

- a) All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- b) All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- c) Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).

- d) A Certificate of Lobbying must be signed for all contracts over \$100,000.
- e) A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- f) Bidders must comply with the “Buy American” provision as outlined in Policy Memorandum 210. 21-14.
- g) All property or services furnished must comply with all applicable Federal, State, and Local laws, codes, and regulations.

### **13. Code of Conduct**

White county seeks to conduct all procurement procedures:

- a) in compliance with stated regulations; and
- b) to prohibit conflicts of interest and actions of employees engaged in the selection, award, and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

White County’s procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

For questions and concerns regarding procurement solicitations, contract evaluation, and award, contact the White County Finance Director (931-836-3216) or School Nutrition Supervisor (931-836-2229).

### **14. USDA Non-Discrimination Statement**

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

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



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

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

This institution is an equal opportunity provider.

## **II. Instructions for Invitation to Bid Responses**

### **A. Compliance with ITB**

Submissions must be in strict compliance with this Invitation to Bid. Failure to comply with all provisions of the ITB may result in disqualification.

Requests for additional information or clarifications by potential Bidders must be made in writing. Bidders may email requests for additional information or clarifications.

Requests for additional information or clarifications shall be sent to:

*Chad S. Marcum*  
*Director of Finance*  
*White County Department of Finance*  
*1 East Bockman Way, Room 204*  
*Sparta, Tennessee 38583*  
[chad.marcum@whitecountyttn.gov](mailto:chad.marcum@whitecountyttn.gov)

Prior to the due date, responses to inquiries and all ITB amendments White County deemed necessary will be issued and published on the solicitation web page. Bidders should not rely on any representations, statements, or explanations other than those made in any written addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued shall prevail.

Addenda will be made available on the solicitation web page and it is solely the Bidder's responsibility to assure receipt of all addenda.

Solicitation Web Page is: [www.whitecountyttn.gov/bids](http://www.whitecountyttn.gov/bids)

## **B. Delivery of ITB Response**

Submissions will be accepted by the White County Department of Finance no later than **2:00 p.m. June 29, 2018** (local time).

All documents shall be submitted to the following:

Chad S. Marcum  
Director of Finance  
White County Department of Finance  
1 East Bockman Way, Room 204  
Sparta, Tennessee 38583

All submissions must be written, sealed, and labeled as a response to this ITB. Submission by electronic means will not be accepted.

## **III. General Terms and Conditions**

### **A. Bid Document**

For certain projects White County will supply a bid form to be completed by the bidder. When such forms are issued, only bids returned with the proper forms will be accepted. Envelopes must be sealed and marked as a bid document. Any bid may be withdrawn prior to the day, date and time as set forth in the "bid invitation". On construction related bids, the envelope must contain the following information visible from the outside: TN License number, expiration date, classifications and limitations.

### **B. Electronic Transmissions**

Electronic transmissions will not be accepted, except when in the course of the bidding process addendums or other notifications of errors on behalf of the owner places an undue hardship upon prospective bidders. Written notification by the owner must precede the acceptance of facsimile or email transmissions.

### **C. Bid Bond**

For construction related bids, in excess of \$100,000 dollars, White County requires a bid bond equal to five percent of the total price of the bid. Contracts for the services of a construction manager shall require a bid bond in the amount of ten percent. White County may request bonds on other services or waive such bond requirements, as determined by the Director of Finance.

### **D. Performance Bond**

For construction related bids, in excess of \$100,000 dollars, the White County requires a performance bond equal to one hundred percent of the contract price. White County may request bonds on other services, as determined by the Director of Finance.

### **E. Payment Bond**

For construction related bids, in excess of \$100,000 dollars, White County requires a payment bond equal to one hundred percent of the contract price except as stipulated under T.C.A. §12-4-201. White County may request bonds for other services as determined by the Director of Finance.

## **F. Disclosures by Bidders**

For construction bids in excess of \$25,000 interested bidders must include the following information on the outside of the envelope containing the bid document: Name, License number, Expiration date thereof, and license classification of the contractors applying to bid as stated in T.C.A. §62- 6-119. For construction bids less than \$25,000, the name only is required. White County maintains a drug- free workplace and requires all bidders for construction contracts to comply with T.C.A. §50-9-114.

## **G. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Bidders may be required to provide proof of valid business license and Workers Compensation Insurance if required by law.

## **H. Sub-contracts**

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a sub-contract under this contract must be acceptable to White County.

## **I. Award of Contract**

White County further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive or conditional bids. White County may conduct such investigations as it deems necessary to assist in the evaluation of any bid to establish the responsibility, qualifications, and financial ability of the bidder, proposed sub-contractors and other persons and organizations to perform the work in accordance with the contract documents to the bidder who does not pass any such evaluation to the owner's satisfaction. The contract shall be awarded to the lowest, best and most responsible bidder, whose evaluation by the owner indicates to the owner that the award will be in the best interest of White County. It is also understood that the "apparent low bidder" will be announced at the bid opening; however the "successful bidder", who may or may not be the lowest bidder, will not be announced until all issues, which include, but are not limited to quality, service, conformity to specifications, etc. have been resolved and until a period of review has been completed by the County. White County does not enter into contracts which provide for mediation or arbitration.

## **J. Retainage**

White County will retain five percent (5%) of funds on construction contracts over \$500,000 dollars as per T.C.A. §66-34-104. White County may require the withholding of retainage on other contracts as deemed appropriate by the Director of Finance.

## **K. Title VI of the Civil Rights Act of 1964**

All interested parties, without regard of race, color or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any

program activity receiving Federal financial assistance.” White County strives to protect individuals’ civil rights through active compliance with the requirements of Title VI.

#### **L. Warranty**

The vendor shall provide warranty information on the equipment, components, and items bid with the bid submittal.

#### **M. Payments**

Invoices or Applications of Payment that are submitted by the awarded bidder are required to provide accurate and current addresses. Payment terms shall be specified in the bid response, including any discounts for early payment. The Finance Department of White County discourages the practice of picking up checks in person, unless there is an emergency situation.

#### **N. Errors in Bids**

When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications or bidding schedule, is made at the risk of the bidder.

#### **O. Taxes**

White County is tax exempt except where T.C.A. §67-6-209 shall be applicable.

#### **P. Tie Bids**

If two or more bidders submit identical bids and are equally qualified; selection shall be made at the discretion of the county based upon performance.

#### **Q. Background Checks and Dress Code**

For school related projects, White County reserves the right to require background checks, dress codes, and certain ethical standards of all employees on school property. At the discretion of the Director of Finance, this requirement may be extended to other non-school properties.

#### **R. Specification Details**

These specifications have been designed to meet a certain level of quality as well as to standardize certain components. In numerous places reference to specific brands of components may have been made. This has been done to establish a certain level of quality and in no way is an attempt to write out vendors of similar or equal equipment components.

#### **IV. Advertisement for ITB**

White County, Tennessee  
Advertisement for Bids  
Bid No. 2018-0629-01-027

Take notice that the Director of Finance for White County shall accept sealed written bids for food service equipment.

Proposals, bids, or responses must be submitted to the office of the Director of Finance, Room 204, White County Courthouse, Sparta, Tennessee, 38583, no later than 2:00 P.M. central time, June 29, 2018 at which time the bids will be opened and considered.

Copies of bid documents may be obtained at [whitecountyttn.gov/bids](http://whitecountyttn.gov/bids)

The owner (White County) further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive, or conditional bids.

Chad S. Marcum  
Director of Finance  
Publication Date: 06/18/2018

## V. ITB Response Form

**Project:** SNP Food Service Equipment

**Bid Date:** June 29, 2018; 2:00p.m. Central Time

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

### Unit Pricing & Estimated Lead Time:

Warming Cabinet: \_\_\_\_\_ *each / Est. Lead Time:* \_\_\_\_\_ *days*

Convection Steamer: \_\_\_\_\_ *each / Est. Lead Time:* \_\_\_\_\_ *days*

Pass-thru Refrigerator: \_\_\_\_\_ *each / Est. Lead Time:* \_\_\_\_\_ *days*

Titling Kettle: \_\_\_\_\_ *each / Est. Lead Time:* \_\_\_\_\_ *days*

Convection Oven: \_\_\_\_\_ *each / Est. Lead Time:* \_\_\_\_\_ *days*

Shelving Flex Cart: \_\_\_\_\_ *each / Est. Lead Time:* \_\_\_\_\_ *days*

### Bottom Line Total (based on specified quantities):

Bottom Line Total: \_\_\_\_\_ Dollars.  
( \$ \_\_\_\_\_ ).

All bidders must return the following completed form(s) with this bid response form:

1. Exception Form (if applicable)
2. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion
3. Certification Regarding Lobbying
4. Certification of Non-Collusion
5. Certification of Compliance with the Iran Divestment Act

By signing below, I affirm that I am a duly appointed and authorized representative of the company named herein. Furthermore, acting on behalf the named company I acknowledge that I have read, understand, and agree to abide by all terms and conditions as outlined in this invitation to bid unless otherwise properly and specifically noted.

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **VI. Exception Form**

Bidder has agreed to abide by all terms and conditions of this bid, except for specific exceptions as noted below. If taking exception, please note the page and section number where exception is taken.

*Use Additional Pages as Needed*

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

The prospective lower tier participant certifies, by submission of this certification, 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.

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.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



### **VIII. Certification Regarding Lobbying**

Applicable to Grants, Sub grants, 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 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.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **IX. Certification of Non-Collusion**

By submission of this bid, bidder and each person signing on behalf of the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or competitor, for the purposes of restricting competition or as to any matter relating to price.
2. Unless otherwise required by law, the prices in this bid have not been knowingly disclosed by bidder and will not be disclosed by bidder directly or indirectly to any other bidder or competitor before bids are publically opened.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**X. Certification Regarding Iran Divestment Act**

Effective July, 1 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. 12-12-101, et.sep., (“Act”). This form must be submitted with any bid or proposal regardless of where the principal place of business is located. Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements: No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that by signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

To the best of my knowledge and belief, subject to the penalties of false statement.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **XI. White County Schools and Delivery Locations**

| <b>School</b>              | <b>Address</b>                             | <b>Phone</b> | <b>Manager</b>        | <b>Principal</b>   |
|----------------------------|--|--------------|-----------------------|--------------------|
| BonDeCroft Elementary      | 8095 Crossville Hwy<br>Sparta, TN 38583    | 931-935-2364 | Stacey<br>Snodgrass   | Sara<br>Cope       |
| Cassville Elementary       | 261 Will Thompson Rd<br>Sparta, TN 38583   | 931-761-2299 | Sandy<br>Kent         | Julie<br>Johnson   |
| Doyle Elementary           | 174 W. Gooseneck Rd.<br>Doyle, TN 38559    | 931-657-2256 | Rhonda<br>Simmons     | Melea<br>Johnson   |
| Findlay Elementary         | 576 Hale St.<br>Sparta, TN 38583           | 931-738-8631 | Jonessa<br>Gunnels    | Rebecca<br>Ryan    |
| Northfield Elementary      | 570 S. Bunker Hill Rd.<br>Sparta, TN 38583 | 931-761-7989 | Lisa<br>Rice          | Beth<br>Peek       |
| Woodland Park Elementary   | 88 Panther Dr.<br>Sparta, TN 38583         | 931-738-3506 | Karen<br>Neal         | Lane<br>Ward       |
| White County Middle School | 300 Turntable Rd.<br>Sparta, TN 38583      | 931-738-9312 | Penny<br>Manus        | Farrah<br>Griffith |
| White County High School   | 267 Allen Drive<br>Sparta, TN 38583        | 931-836-2252 | Jeannie<br>Willoughby | Grant<br>Swallows  |

Kurt Dronebarger, Director of Schools  
[director@whitecoschools.net](mailto:director@whitecoschools.net)

Tonya Savage, School Nutrition Supervisor  
[tonya.savage@whitecoschools.net](mailto:tonya.savage@whitecoschools.net)

White County Schools  
136 Baker Street  
Sparta, Tennessee 38583  
Phone: 931-836-2229  
Fax: 931-836-8128