



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

WHITE COUNTY, TENNESSEE
Bid Package
for
Bid Number: 2016-0716-01-001

White County School Nutrition Program
Milk and Milk Products

Bid Opening:
July 16, 2015
2:00pm Central Time

Contents:
Information to Bidders
Specifications
Bid Forms
Advertisement

Posted for public inspection at
whitecountyttn.gov/bids



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Invitation to bid

Description of items/services requested:

The White County Government, on behalf of the White County School Nutrition Program, is soliciting bids for milk and milk products for White County Schools for the 2015-2016 school year.

General Requirements:

Proposals, bids, or responses will be accepted by the White County Department of Finance no later than **2:00 p.m. July 16, 2015** (local time). Every document must be enclosed in an envelope clearly marked as a bid document. Any response, bid or proposal received after the above deadline shall be considered late, and will not be opened or considered. Bid prices must be valid for at least thirty (30) days.

All documents shall be submitted to the following address:

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

Specifications:

GENERAL

The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability. This is a firm fixed price bid to be awarded by total bottom line.

All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Sanitary Food Transportation Act of 1990.

VENDOR QUALIFICATION

Potential bidders must meet the following criteria.

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions
- Demonstrate successful past performance

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

- Inadequate or unacceptable product



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- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate truck fleets to handle predicted volume of goods
- Inadequate sanitation
- Documented unacceptable product

BID AWARD

Bids are to be opened at the White County Courthouse, 1 East Bockman Way, Sparta, Tennessee. 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. 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 is the final determining factor 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) 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:

1. A meeting the School Nutrition Director(s) 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.
2. 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.
3. 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



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additional review. An additional request must be written and addressed to the school board no later than 10 days from proof of delivery.

BID RENEWAL

White County School Nutrition Program reserves the right to renew all aspects of the bid one year at a time for an additional four (4) years based on cost plus a firm fixed fee. The fixed fee shall remain the same for each renewal. White County School Nutrition Program reserves the right to add/or delete products during the contract period. Pricing for added products will be based on a comparison of pricing offered by the vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. White County School Nutrition Program will notify the contractor of their intention to renew this contract no later than April 1 of each year. A written response will be due from the contractor no later than April 15 should the White County School Nutrition Program wish to renew the contract.

The School Nutrition Department will consider renewals of this contract with price re-determination no less than 60 days before expiration of the contract. A request for renewal will be sent to the contracted vendor. Any items on the bid that were not subject to automatic escalation/de-escalation can be re-determined. If the vendor desires to renew the contract AND wishes to re-determine bid prices they must notify the School Nutrition Department in writing within ten (10) days of receiving the request. The vendor should return the signed request for renewal accompanied by a petition for price increases and/or decreases. The total projected cost of price increases and decreases multiplied by the projected usage for each item cannot exceed the percent change in the Consumer Price Index – All Urban consumers, U.S. Food and Beverages from the base period. A calculation will determine the percent change at time of price increase request and no price increases above this percent will be allowed.

BID PREPARATION

All bidders must hold pricing for fluid milk products for a minimum of 30 days from bid date. Pricing for fluid milk products must be based on July 2015 pricing. Pricing for fluid milk products can escalate or de-escalate in accord with changes in the Dairy Farmers of America Southeast Council monthly report on Class I Skim Price per cwt. This price must be tied directly to the Federal Milk Order announcement for the applicable geographical zone. Prices for milk delivered can be escalated or de-escalated at the rate of \$.001 per half-pint for each \$.15 increase in the index. Any changes (up or down) in prices must be announced to the school district as soon as they are available. Suppliers are requested to submit the following: 1) WITH BID: A copy of the DFA monthly report for the month specified above.. All pricing must be based on this report. 2) EACH MONTH: A copy of calculations used to arrive at the monthly price accompanied by the DFA monthly report.

Each bidder should bid on all items listed in the bid document. The total bottom line cost will be determined by multiplying each item bid price times the estimated usage



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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 White County School Nutrition Program 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.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

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.

All columns of the bid document must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid. Mathematical calculations involving decimals must be carried to two (2) places.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall at once request clarification from Tonay Savage, SNP Supervisor, 931-836-2229.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by 2:00 P.M. CST, Thursday, July 16, 2015 to Chad S. Marcum, White County Department of Finance. Item cost must include delivery to schools.

The bid document, contract agreement, debarment/suspension certification statement, certificate of lobbying, and Buy American waiver form must be filled out and signed. All original forms must be signed by a person with authority to bind the bid. The Bid must be sealed in an envelope that is labeled according to the directions stated.

CONTAINER REQUIREMENTS

All one half (1/2) pints shall be packaged in paper containers which are plastic coated of the Pure-Pak type only, sound, sanitary, clean, leakproof and with lids that open properly. All containers must be treated to kill bacteria and provide adequate protection of contents from contamination.

TEMPERATURE

At the time the milk and milk products are delivered to the White County Schools, they shall have a temperature of not more than forty (40°) Fahrenheit and not less than thirty (30°) Fahrenheit.



ORDERS

The individual cafeteria manager shall place her order at the time of delivery, based on the school's needs, as has been the practice.

HANDLING OF UNUSED MILK

Milk left over from the previous delivery is to be rotated in a manner to insure that the unused milk will be used first or replaced. Unsatisfactory milk (off flavor, damaged containers, etc.) will be replaced with fresh milk at no cost to the White County School Nutrition Program. Rotation or replacement will be at the direction of the cafeteria manager or School Nutrition Supervisor. Unused milk will be picked up for credit after the last meal before scheduled school breaks.

COOLERS

The milk company shall provide milk coolers that are in good condition, equipped with lock and key, hold proper temperature, and are portable from kitchen to dining area, and are easily accessible to school-age children.

DELIVERY

- A delivery schedule is attached. Any changes to the delivery schedule must receive prior approval from the School Nutrition Supervisor.
- Deliveries shall be made to the school Monday thru Friday between the hours of 6:30 a.m. and 2:00 p.m. Exceptions to this time frame must be approved on a case by case basis by the school nutrition program supervisor. Deliveries shall **NOT** be made after 2:00 p.m. Managers will not be expected to extend working hours to receive late deliveries!
- All produce must be delivered inside the cafeteria/food preparation area. The manager or designee will check the items delivered against the requisition/purchase order and invoice at the time of delivery with both the manager or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods.
- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged at no charge.
- Each School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- Delivery schedules will be altered to meet holiday and inclement weather schedules. Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and the successful bidder. The calendar for the school year is included in the bid packet.



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- Adjustments for inclement weather, national or local emergencies will include each school utilizing any product delivered prior to the school closing. The system will notify the vendor as soon as possible about necessary delivery delays.
- Each School Nutrition Program reserves 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 items. Deliveries with the exception of potatoes (which must be covered) melons, tomatoes, onions and cabbage must be delivered in a mechanically refrigerated truck maintaining an appropriate temperature for all items being shipped (33-40⁰ F).
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.
- NOTE: White County School Nutrition follows the principals of HACCP (Hazard Analysis Critical Control Point) in accepting all deliveries. Therefore, upon delivery temperatures of products will be taken and recorded and overall product condition will be inspected in accordance with the District Food Safety Plan.

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 schools for excess costs incurred by such a purchase.

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

- Quality
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications

BREACH

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

1. Failure to provide products or services that conform to contract requirements or
2. Failure to maintain/submit any report required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract
4. Violation of any warranty



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SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

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

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

CONTRACT TERMINATION FOR CAUSE

If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the School District(s) 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 System(s), the System(s) shall have the option of awarding the contact to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

The School District(s) 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 School System(s). The School System(s) must give notice of termination to the Vendor at least thirty (30) prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

INVOICES AND STATEMENTS

All monthly statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH.

Three (3) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee; show purchase order number, quantity, and price of each item delivered and total amount of the order. **Unsigned invoices**



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will not be paid. If an item must be returned or is rejected, the invoice must be signed by the manager or designee and the person delivering.

At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to the following address: White County School Nutrition Program; Attn: School Nutrition Supervisor; 136 Baker Street; Sparta, Tennessee 38583.

PAYMENTS

Invoices will be balanced with the statement and processed for payment. Statement must include any credits issued during the month.

All schools serviced under this contract are tax exempt.

AUDIT PROCEDURE

Audits will be made of the Contractor's invoice costs records twice per year (once during the first six months, and the second one during the second six months) or at any time weekly price reviews indicate that a problem might occur. The Contractor shall be given notice of the intent of the district to conduct an audit with the date scheduled a minimum of two weeks in advance. A list of items and dates of price change shall be given three (3) working days in advance. The SFA reserves the right to audit the initial bid prices if a comparison of all bidders indicates that the prices submitted might be questionable.

BUY AMERICAN REQUIREMENT

The "Buy American Requirement" requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note this rule applies to "Private Labels" as well as other labels. The legislation defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This system requests that vendors complete the attached Buy American Form. **If the supplier offers a Non-American product due to the fact that he/she feels the cost of the domestic product is significantly higher, then the supplier must list the price for the domestic product as well as the price for the Non-American product on the Certification Regarding "Buy American" Requirement. It will be up to the School Nutrition Program to decide to purchase the American or Non-American product.**



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REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- 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.
- 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).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- Bidders must comply with the “Buy American” provision as outlined in Policy Memorandum 210. 21-14.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

REPORTS

Contractors shall be required to submit product usage reports as requested by the School Nutrition Program Supervisor.

Based on the request from a School Nutrition Program Supervisor, these reports shall be submitted for total quantity delivered either by school site or by district .

CODE OF CONDUCT

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

- 1) No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.



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Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- a. The employee, officer or agent
 - b. Any member of the immediate family
 - c. His or her partner
 - d. An organization which employs or is about to employ one of the above.
- 2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
- 3) Penalties for violation of the code of conduct of named School Nutrition Program should be:
- a. Reprimand by Board of Education;
 - b. Dismissal by Board of Education;
 - c. Any legal action necessary.

USDA Non-discrimination Statement

“The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer.”



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General Bidding Procedures

Bid Limit: White County requires all purchases over \$10,000 to be acquired by sealed competitive bids. Exceptions: Fuel, emergency purchases, and any items excluded by statute

Location: All bids must be submitted to the White County Department of Finance at or before the announced deadline.

Courthouse Room 204
1 East Bockman Way
Sparta, Tennessee 38583

Bid Document: For certain projects the Owner 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.

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 transmissions.

Bid Bond: For construction related bids, in excess of \$25,000 dollars, the owner 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. The owner may request bonds on other services as determined by the Finance Department.

Performance Bond: For construction related bids, in excess of \$25,000 dollars, the owner requires a performance bond equal to one hundred percent of the contract price. The owner may request bonds other services as determined by the Finance Department.

Payment Bond: For construction related bids, in excess of \$25,000 dollars, the owner requires a payment bond equal to one hundred percent of the contract price except as stipulated under T.C.A. 12-4-201. The owner may request bonds other services as determined by the Finance Department.

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.

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.

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 the Owner.



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Award of Contract: 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. 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.

Construction Contracts – Retainage: The Owner will retain five percent of funds on contracts over \$500,000 dollars per T.C.A. 66-11-144.

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.

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

Payments: Invoices 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.

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.

Taxes: White County is tax exempt.

Tie Bids: If two or more bidders submit identical bids and is equally qualified; selection shall be made at the discretion of the county based on performance.

Contractors, Subcontractors and employees: If work is to be performed during regular school hours when children are present, the county reserves the right to require background checks, dress codes and certain ethical standards of all employees on school property.

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.



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Bid Form

Project: Milk and Milk Products

Bid Date: July 16, 2015; 2:00p.m. central time

Company Name: _____

Address: _____

Phone Number: _____

Contact: _____

Email Address: _____

Milk and Milk Products as Specified

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

All bidders must return the following completed forms with this bid form:

1. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions.
2. Certification Regarding Lobbying
3. Buy American Certificate
4. Contract Agreement Form
5. Actual Bid Quotes (attached sheet)

By signing below, I agree to and understand the conditions of this bid. Furthermore, I affirm that I am a duly appointed and authorized representative of the company named herein.

Signature: _____

Title: _____

Date: _____



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

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

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

Signature(s)

Date



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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 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.

Name of Organization

Address

Name & Title of Submitting Official

Signature

Date



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CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS

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

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

Two situations may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

Requested Waiver Items

PRODUCT	VENDOR #	REASON FOR WAIVER REQUEST	Domestic Price	Non-Domestic Price

*use additional pages if needed

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

Vendor _____ Date _____

Completed By _____



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**White County School Nutrition Program
Milk Products
Contract Agreement**

We have carefully examined and fully understand the General Bid conditions in furnishing the White County School Nutrition Program prices for items requested.

In compliance with the bid awards and subject to all terms and conditions listed on the General Bid conditions, the undersigned offers and agrees to sell to the White County School Nutrition Program all items as quoted. It is understood that all prices quoted include any and all delivery charges and are not subject to finance charges.

Company: _____

Representative: _____

Signature: _____

Title: _____

Date: _____



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White County Schools and Locations:

School	Address	Phone	Manager	Principal
BonDeCroft Elementary	8095 Crossville Hwy Sparta, TN 38583	931-935-2364	Stacey Snodgrass	Sara Cope
Cassville Elementary	261 Will Thompson Rd Sparta, TN 38583	931-761-2299	Caroline Schopieray	Larry Thompson
Central View Elementary	14484 Old Kentucky Rd. Walling, TN 38587	931-761-4501	Carleen Smith	Hope Brown
Woodland Park Elementary	88 Panther Dr. Sparta, TN 38583	931-738-3506	Karen Neal	Kim Luna
Doyle Elementary	174 W. Gooseneck Rd. Doyle, TN 38559	931-657-2256	Rhonda Simmons	Brenda Knox
Northfield Elementary	570 S. Bunker Hill Rd. Sparta, TN 38583	931-761-7989	Lisa Rice	Kurt Dronebarger
Findlay Elementary	576 Hale St. Sparta, TN 38583	931-738-8631	Melody Faulkner	Gary Alspaugh
White County Middle School	300 Turntable Rd. Sparta, TN 38583	931-738-9312	Vicki Qualls	Craig Lynn
White County High School	267 Allen Drive Sparta, TN 38583	931-836-2252	Jeannie Willoughby	Grant Swallows

Tonya Savage, Supervisor
White County School Nutrition
136 Baker Street
Sparta, Tennessee 38583
Phone: 931-836-2229
Fax: 931-836-8128



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Advertisement for Bid

White County, Tennessee
Advertisement for Bids
Bid No. 2016-0716-01-001

Take notice that the Director of Finance for White County on behalf of the School Nutrition Program shall accept sealed written bids for milk and milk products.

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, July 16, 2015 at which time the bids will be opened and considered.

Copies of bid documents may be obtained at 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 nonconforming, non-responsive or conditional bids.

Chad S. Marcum
Director of Finance
Publication Date: 07/02/2015

White County Milk Bid July 1, 2015-June 30, 2016

Currently vendor owned equipment - school owned

Item #	Pack Size	Description	Estimated Usage	Manufacturer Product #	Vendor Owned	Vendor Owned	School Owned	School Owned	Vendor Owned	Vendor Owned	School Owned	School Owned
					Equipment Domestic	Equipment Non-Domestic						
					Unit Price	Unit Price	Unit Price	Unit Price	Extended Price	Extended Price	Extended Price	Extended Price
1	Gallon	Milk, 2% fat, fortified with Vitamins A & D. homogenized and pasteurized	10									
2	Gallon	Milk, 1% fat, fortified with Vitamins A & D, homogenized and pasteurized	10									
3	Gallon	Buttermilk, 1.5% fat	75									
7	Half Gallon	Buttermilk, 1.5% fat	54									
8	Half Gallon	Milk, 2% fat, fortified with Vitamins A & D. homogenized and pasteurized	5									
9	Pint	Milk, 2% fat, fortified with Vitamins A & D, homogenized and pasteurized, plastic container	20									
10	Pint	Milk, Chocolate flavored, low fat, fortified with Vitamins A & D, homogenized and pasteurized, plastic container	20									
11	Pint	Sweetened Tea, plastic container	10									
13	Pint	Lemonade, plastic container	10									
14	Pint	Fruit Punch, plastic container	10									
15	Pint	Orange Juice, 100% pure, plastic container	10									
16	1/2 Pint	Milk, 1% fat, fortified with Vitamins A & D, homogenized and pasteurized, paper carton	160,000									
17	1/2 Pint	Milk, fat free skim, with Vitamins A & D, homogenized and pasteurized, paper carton	5									

White County Milk Bid July 1, 2015-June 30, 2016

Currently vendor owned equipment - school owned

Item #	Pack Size	Description	Estimated Usage	Manufacturer Product #	Vendor Owned Equipment Domestic	Vendor Owned Equipment Non-Domestic	School Owned Equipment Domestic	School Owned Equipment Non-Domestic	Vendor Owned Equipment Domestic	Vendor Owned Equipment Non-Domestic	School Owned Equipment Domestic	School Owned Equipment Non-Domestic
18	1/2 Pint	Strawberry, fat free, with Vitamins A & D, homogenized and pasteurized, paper carton	36,000									
20	1/2 Pint	Chocolate, fat free, with Vitamins A & D, homogenized and pasteurized, paper carton	370,000									
21	1/2 Pint	Fruit Juice, 100% juice, orange flavor, blend of pineapple, apple, pear and pear, fortified with calcium	1,000									
25	4 oz.	Orange Juice, 100% pure, paper container	12,500									
26	5 #	Cottage Cheese, low fat	5									
27	5 #	Sour Cream, cultured, milk solids, 18% fat	80									
29	24/ 24oz	Water, natural spring	11,500									

Vendor Name: _____

Date: _____

Vendor Representative: _____