

## 8107-143 – ICE CREAM FOR SCHOOLS

The Roane County Purchasing Department will receive sealed bids for **Ice Cream for Roane County Schools** as specified herein. Bids are to be received by **2:00:00 p.m. on Thursday, May 19, 2022**. Late submittals will neither be considered nor returned. **Pages 12-20 must be returned in your envelope for your bid to be considered.**

**Deliver Bids To:**

**Bid Number #8107-143  
Roane County Purchasing Department  
200 East Race Street, Suite 3  
Kingston, Tennessee 37763**

**The Bid Envelope must show the Company Name, Bid Name, Bid Number & Bid Opening Date.**

### **Purchasing Contact Information**

**Lynn Farnham, CPPO, CPPB  
Roane County Purchasing Agent  
Phone: 965-376-4317  
Fax: 865-376-4318  
Email: lynn.farnham@roanecountytn.gov**

## **GENERAL TERMS & CONDITIONS**

### **1. Addenda**

No modifications to the Invitation to Bid (ITB) shall be binding upon the ROANE COUNTY SCHOOLS unless made in writing by an authorized representative of the Roane County Purchasing Department. Bid addenda, if issued, are sent to registered bidders. Prior to submitting a bid, it is the responsibility of the bidder to ascertain that they have received all addenda issued and bid accordingly.

Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the Purchasing Agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to ITB documents and to allow responders to resubmit their responses accordingly.

All questions concerning the ITB are to be submitted in writing to the Purchasing Department.

### **2. Appropriation**

In the event no funds are appropriated by ROANE COUNTY SCHOOLS for the goods and services specified in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever comes first, with no further obligations owed to or by either party.

### **3. Assurance Statement:**

- i. The vendor hereby agrees that it will comply with:
- ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- iii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iv. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- v. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- vi. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vii. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- viii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- ix. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- x. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- xi. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression),

## 8107-143 – ICE CREAM FOR SCHOOLS

sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

### 4. Availability of Requested Items

Bidders must accept responsibility for verifying availability of specified items prior to submission of bid. If specified items are discontinued, replaced or will not be available for an extended period of time, bidder shall notify the Roane County Purchasing Department and the ROANE COUNTY SCHOOLS no less than 96 hours prior to the bid deadline, excluding weekends and legal holidays.

### 5. Award

The right is reserved, as the interest of the ROANE COUNTY SCHOOLS may require, to reject any and all bids and to waive any informality in bids received. The ROANE COUNTY SCHOOLS reserves the right to make an award on all items or on any of the items and for an item quantity less than the quantity bid upon unless qualified by specific limitation of the bidder. The ROANE COUNTY SCHOOLS also reserves the right to not award this bid. Contract award, if made, shall be to the responsive, responsible bidder submitting the lowest bid. (*Responsive Bidder* is defined as a contractor, business entity or individual who has submitted a bid that fully conforms in all material respects to the ITB and all of its requirements, including all form and substance. *Responsible Bidder* is defined as a contractor, business entity or individual who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.) In the event tie bids are totally equal, selection shall be made by publicly witnessed drawing of lots. Disputes arising from the award of this bid must be submitted in writing to the ROANE COUNTY SCHOOLS Nutrition Department and received no later than five (5) calendar days from contract award date.

The contract will be awarded to the bidders whose bid is the lowest from a responsive and responsible bidder for the area of distribution. Regardless of the procurement method used, price is the final determining factor for awarding the contract. Vendors are requested to note on their bid document that is submitted if they will honor bid pricing for one year from the award date.

### 6. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, ROANE COUNTY SCHOOLS may cancel this contract or affirm the contract and hold the seller responsible for damages.

### 7. Bid Acceptance

Bid prices quoted shall be held firm and subject to acceptance by the ROANE COUNTY SCHOOLS for a period of 60 calendar days from the bid deadline, unless bidder indicates otherwise in their bid. If awarded the bid within the time frame specified, bidder agrees to furnish all supplies/services described or specified at the prices and delivery time quoted.

### 8. Compliance with Applicable Laws

The bidder shall comply with all laws relating to the manufacture, sale and purchases of items or services by ROANE COUNTY SCHOOLS Governments insofar as they pertain to the purchase made under this contract.

### 9. Conflict of Interest

No employee, officer or agent of ROANE COUNTY SCHOOLS shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved. The ROANE COUNTY SCHOOLS 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.

By submission of its bid, Contractor covenants that it has no public or private interest, nor shall acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its contractual services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of ROANE COUNTY SCHOOLS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

### 10. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by ROANE COUNTY SCHOOLS Purchasing Agent. No other individual is authorized to modify the contract in any manner.

**11. Contract Terms**

Upon award, the performance of this contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order signed by the School Nutrition Supervisor or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by ROANE COUNTY SCHOOLS of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by ROANE COUNTY SCHOOLS of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

**12. Debarment and Suspension**

USDA/FNS follows the guidance in 2 CFR part 180, OMB Guidelines to agencies on Governmentwide Non-procurement Debarment and Suspension, as well as related Executive Orders 12689 and 12549, which requires verification that the person with whom they intend to do business has not been excluded or disqualified when entering into a transaction covered by this section. This verification will be done by completing the attached form at the end of this document.

By signing this proposal, the Contractor certifies that it and its current principals, and its current subcontractors and their principals:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- (B) Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- (D) Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified. The bidder must complete the USDA Debarment and Suspension Certification form.

**13. Declarative Statements**

Statements or words such as must, shall, or will are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

**14. Definitions**

- (A) The ROANE COUNTY SCHOOLS, Tennessee, and includes its designated representatives.
- (B) The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- (C) The "Specifications" includes instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- (D) A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.
- (E) "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays. The National Institute of Governmental Purchasing (NIGP) Online Dictionary of Procurement Terms, at [www.nigp.org](http://www.nigp.org), will govern on questions as to any other definition in this contract

**15. Delivery**

Delivery will be F.O.B. Destination unless otherwise specified in this ITB. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. All transportation charges shall be paid by the seller.

To ensure adequate service level to the people, ROANE COUNTY SCHOOLS requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If delivery is not made or service performed at the time agreed upon, ROANE COUNTY SCHOOLS reserves the right to cancel the order and purchase elsewhere and hold seller accountable therefore. Repeated instances of not meeting the stated delivery time will be just cause for termination of the contract.

**16. Federal Tax and State Sales Tax**

Purchases by ROANE COUNTY SCHOOLS are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by ROANE COUNTY SCHOOLS upon the Contractor's request.

## 8107-143 – ICE CREAM FOR SCHOOLS

### 17. Force Majeure

Neither party shall be liable for delays, or defaults in the performance of this contract due to Force Majeure or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

### 18. Future Purchases – Bid Renewal

Unless otherwise noted, Roane County reserves the right to purchase goods or services for one year from the date of the award of the contract at the same price and terms and conditions. Further, Roane County reserves the right to renew all aspects of the bid one (1) year at a time for additional years in one (1) year increments as noted in the bid specifications. There is no guarantee that this contract will be considered for renewal.

### 19. Governing Law

This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall be exclusive and concurrent jurisdiction of any disputes which arise hereunder.

### 20. Indemnification and Insurance

- (A) The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
- (B) The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.
- (C) Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the ROANE COUNTY SCHOOLS, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

### 21. Incurred Cost

ROANE COUNTY SCHOOLS will not be liable in any way for costs incurred by any bidder in the preparation and submission of its bid, nor for the participation in any required meetings, discussions, or negotiations.

### 22. Independent Contractor

Contractor shall acknowledge that it and its employees serve as independent contractors and that ROANE COUNTY SCHOOLS shall not be responsible for any payment, insurance, or incurred liability.

### 23. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the ROANE COUNTY SCHOOLS pursuant to this contract shall be deemed accepted until ROANE COUNTY SCHOOLS has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect ROANE COUNTY SCHOOLS discount privileges or exclude any other legal, equitable or contractual remedies the ROANE COUNTY SCHOOLS may have therefore been involved. Performance of services shall be completed to ROANE COUNTY SCHOOLS satisfaction.

### 24. Iran Divestment Act

By submission of this bid, each bidder and each person signing on behalf of any 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 its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated §12-12-106.

### 25. Invoices

Invoices shall be submitted to the Roane County School Nutrition, 105 Bluff Rd., Kingston, TN 37763. Invoices may also be submitted electronically to the Accounts Payable Clerk at [jrodrigue@roaneschools.com](mailto:jrodrigue@roaneschools.com). Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

### 26. Late Bids

It is the responsibility of the bidder to deliver their bid or bid modification on or before the bid deadline date and time. Modifications cannot be made to the bid after the bid deadline. The time of record will be the date/time stamp ROANE COUNTY SCHOOLS Purchasing Department. Late bids will not be considered or returned. Bids are considered late if received after 2:00:00 p.m. on the bid opening date.

## 8107-143 – ICE CREAM FOR SCHOOLS

### 27. Limitations of Liability

In no event shall ROANE COUNTY SCHOOLS be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if ROANE COUNTY SCHOOLS has been advised of the possibility of such damages.

### 28. Modification or Withdrawal of Bids

Bids may be modified or withdrawn by signed written notice to ROANE COUNTY SCHOOLS Purchasing Department or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the bid deadline. A vendor representative making a modification in person shall have proper identification and shall initial the change. The vendor representative shall sign a receipt for the withdrawal of a bid. An electronic notice with an authorized signature would be acceptable for bid modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The electronic communications shall not reveal the bid price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by ROANE COUNTY SCHOOLS until the sealed bid is opened.

### 29. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this ITB, require that all decisions made as to matters concerning this bid be made on an individual firm basis. The bidder certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's bid. This verification will be done by completing the attached form at the end of this document. Any concerted activity with respect to this bid will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee.

### 30. Notification to County

If no bid is to be submitted in response to this ITB, it is not necessary to return the Invitation; however, notice should be given to the County if the recipient wishes to remain on ROANE COUNTY SCHOOLS vendor list for future solicitations.

### 31. Notice and Service Thereof

Any notice to any contractor from ROANE COUNTY SCHOOLS relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

### 32. Packaging

ROANE COUNTY SCHOOLS will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

### 33. Possession of Weapons

All vendors and their employees and their agents are prohibited from possessing any weapons on ROANE COUNTY SCHOOLS property. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

### 34. Preparation of Bids

- (A) Bidders are expected to examine all bid documents. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish all information required by the Invitation. The bidder shall sign the Invitation; erasures or other changes shall be initialed by the person signing the offer. Bids that are submitted on forms other than the enclosed forms are subject to disqualification.
- (C) Unit price shall include freight unless otherwise specified in the Invitation. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.
- (E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.
- (F) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.
- (G) Bidders are cautioned to check their bid for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to honor their pricing or be subject to disqualification for award.

### 35. Protest Procedure

1. 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 the Roane County Purchasing Department no later than seven (7) days from date of bid award. The steps for dispute resolution may include:
  - (A) A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
  - (B) Information from the aforementioned meeting will be forwarded to the County Attorney for review.
  - (C) A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
  - (D) Purchases will not be allowed under this procurement until a final decision is rendered.
  - (E) In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

**36. Provisions Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

**37. Public Information**

The vendor understands that any material supplied to ROANE COUNTY SCHOOLS Purchasing Department may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.

**38. Qualifications of Bidders**

ROANE COUNTY SCHOOLS Purchasing Department may make such 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 ROANE COUNTY SCHOOLS Purchasing Department may request. ROANE COUNTY SCHOOLS Purchasing Department reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy ROANE COUNTY SCHOOLS that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**39. Quantities**

ROANE COUNTY SCHOOLS assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to ROANE COUNTY SCHOOLS rejection and return at seller's expense.

**40. Registration**

Vendors are to register to be on the Roane County vendor list by going to the County's website at [www.roanecountytn.gov](http://www.roanecountytn.gov). Select Purchasing Department and click on vendor registration. Vendors are responsible for keeping their information current.

**41. Remedies**

ROANE COUNTY SCHOOLS 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 offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

**42. Regulation Compliance**

**"Equal Employment Opportunity"** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity"(30 FR 12319,12935, 3 CFR Part, 1964-1965 Comp.,p.339), as amended by Executive Order 1375,"Amending Executive order 11246 Relating to Equal Employment Opportunity,"and implementing regulations at 41 CFR part 60,"Office of Federal Contract compliance Programs, Equal Employment Opportunity, Department of Labor.

**Clean Air Act (42U.S.C.7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.7401-76711) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protections Agency (EPA). Applies to contracts and subcontracts in excess of \$100,000. Contractors must certify compliance with the applicable provisions of the Clean Air Act; the Clean Water Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.

**Energy Policy and Conservation Act.** Applies to all contracts. Contracts must contain the appropriate mandatory standards and policies relating to energy efficiency that are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Statute 871) (PL94-165).

**Encouraging Small and Minority Owned Businesses.** To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements. It is the intent of Roane County Schools School's Department of School Nutrition to involve and utilize the best product/services at the best prices and to provide small and minority firms, women's business enterprises and labor-surplus area firms with solicitation whenever they are possible sources.

**CFR 200 Appendix11 (1); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay and person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure are forwarded from tier to tier up to the non-Federal award.

## 8107-143 – ICE CREAM FOR SCHOOLS

**2 CFR 200 Appendix 11 (H): Debarment and Suspension:** USDA/FNS follows the guidance in 2 CFR part 180, OMB Guidelines to agencies on Governmentwide Non-procurement Debarment and Suspension, as well as related Executive Orders 12689 and 12549, which requires verification that the person with whom they intend to do business has not been excluded or disqualified when entering into a transaction covered by this section. This verification will be done by completing the attached form at the end of this document.

**By signing this proposal, the Contractor certifies that it and its current principals, and its current subcontractors and their principals:**

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- (B) Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- (D) Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

**The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified. The bidder must complete the USDA Debarment and Suspension Certification form.**

### **Buy American Provisions**

This SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A “domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).” 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 in the U.S. and its territories. The product’s food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprise reimbursable meals: meats/meat alternatives, grains, vegetables, fruits, and fluid milk. Please refer to 7 CFR 210.0 for full definitions.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. The request must be completed using the “Buy American Certification Form” submitted with the bid, and include the reason for exception, either limited /lack of availability or price. List the price of the domestic food product and the price of the non-domestic product on the Item Specification and Pricing Form. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to the Supervisor of School Nutrition, 105 Bluff Rd, Kingston, TN 37763. This should be sent within a minimum of 5 days in advance of delivery.

Failure to complete and sign the Buy American Certification form and include it with the bid response will be considered a non-responsive bid. If the bidder ships items that have not been approved by the SFA during the contract period, the non-compliance may be addressed as a breach of contract.

**2CFR200.319(b): Competition-**In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or request for proposals must be excluded from competing for such procurements.

**Food, Drug, and Cosmetic Act, 1938, amended 1990, 21 CFR Part 100; Nutrition Labeling and Education Act of 1990; and the Agricultural Marketing Act 1953, amended 1957:** The vendor will responsibly supply goods for the ACMORSS members meeting the listed regulations meeting standards of identity, quality and fill; grades of foods; and product definition.

### **43. Restrictive or Ambiguous Specifications**

It is the responsibility of the prospective bidder to notify ROANE COUNTY SCHOOLS Purchasing Department if there is a question as to the specifications or bidding procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less 96 hours prior to the bid deadline, excluding weekends and legal holidays. These requirements also apply to specifications or procedures that are in error or ambiguous.

### **44. Right to Inspect**

ROANE COUNTY SCHOOLS reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

### **45. 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.

**46. Submissions of Bids**

- (A) Bids shall be enclosed in a sealed envelope and addressed to the:  
ROANE COUNTY PURCHASING DEPARTMENT  
200 EAST RACE STREET, SUITE #3  
KINGSTON, TN 37763

The name and address of the bidder shall be identified on the face of the envelope along with the bid number and title. Bids for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.

- (B) ROANE COUNTY SCHOOLS Purchasing Department does not accept bids by facsimile or any electronic transmission. See Clause 12 under Terms and Conditions of the Invitation to Bid regarding bid modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to ROANE COUNTY SCHOOLS unless otherwise specified by ROANE COUNTY SCHOOLS. If not consumed by testing, samples will be returned at bidder's request and expense unless otherwise specified in the Invitation.

**47. Termination of Contract**

If the Contractor or any of his subcontractors fails to perform or comply with any provision of this contract, ROANE COUNTY SCHOOLS may consider such failure or noncompliance a breach of contract and reserves the right to terminate the contract at any time, in whole or in part, in the sole judgment and discretion of the Purchasing Agent. ROANE COUNTY SCHOOLS expressly retains all its rights and remedies provided by law in case of such breach, and no action by ROANE COUNTY SCHOOLS shall constitute a waiver of any such rights or remedies. If the contract is so terminated, the County may purchase, upon such terms and in such manner as ROANE COUNTY SCHOOLS Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by ROANE COUNTY for due cause, the vendor may be barred from bidding on ROANE COUNTY SCHOOLS contracts for a period of 12 months.

The contract may be cancelled without cause by either party with the giving of written notice of no less than 30 calendar days. From this notice to the termination date to the Contractor.

**SPECIAL PROVISIONS**

**Background Check**

Any employee of the successful vendor or subcontractor must submit to a criminal history, records check prior to the employee having contact with students or entering school grounds when students are present. Reference TCA § 49-5-413 as amended in Public Chapter 1080. This check is at the vendor's expense and is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation. The successful proposer must return the attached compliance form to ROANE COUNTY SCHOOLS prior to performance of contract work. Information regarding this law and the steps to start the process may be obtained from ROANE COUNTY SCHOOLS.

**Bid Evaluation and Award**

ROANE COUNTY SCHOOLS Purchasing reserves the right to accept or reject any or all bids, and does not guarantee that a contract will result from this ITB. ROANE COUNTY SCHOOLS Purchasing reserves the right to award to the responsible bidder whose bid, conforming to all the material terms and conditions of the ITB, is the lowest in price. The bidder may be required by ROANE COUNTY SCHOOLS to prove their financial and productive capacity to perform the requirements of this ITB. Bidder shall be prepared to supply the ROANE COUNTY SCHOOLS, upon request, three (3) customer references of similar work performed by the bidder.

**Bid Renewal**

Unless otherwise noted, Roane County reserve(s) the right to renew all aspects of the bid one year at a time for an additional one (1) year up to 4 times based on a firm fixed price. Roane County Purchasing will notify the contractor of their intention to renew this contract prior to May 15<sup>th</sup> of the proposed renewal year. This renewal is not automatic and will be based on an annual review of the contract.

Roane County will consider renewals of this contract with price re-determination no less than 45 days before expiration of the contract. A request for renewal will be sent to 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 Roane County 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. Calculations will be done using the most current month posted at the time of renewal request compared to the previous June. A calculation will determine the percent change at time of price increase request and no price increases above this percent will be allowed. If price changes are rejected, the district may allow the vendor to revisit the price increase petition or opt to discontinue purchasing any items that drove the price increase to be too high.

**Breach of Contract – School System's Actions**

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



## 8107-143 – ICE CREAM FOR SCHOOLS

- (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.

### Code of Conduct

- (A) 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.
- (B) 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.
- (C) 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.
- (D) 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.

### Contract Period

If awarded, the bid period for this award shall be a one-year period. Contract pricing shall be firm for one (1) year.

### Insurance

The successful bidder is required to provide a Certificate of Insurance to **ROANE COUNTY SCHOOLS** Purchasing Department naming **ROANE COUNTY SCHOOLS** as additional insured. The Certificate must be turned in to the **ROANE COUNTY** Purchasing Department prior to contracts being signed or purchase order is issued. Complete certified copies of insurance policies shall be provided upon request. The contractor must maintain the insurance coverage required by **ROANE COUNTY SCHOOLS** while this contract is in force, and shall provide documentation of such insurance in a form satisfactory to the **ROANE COUNTY SCHOOLS** Purchasing Department. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible bidder.

### Intent

It is the intent of this Invitation to Bid (ITB) to procure a contract for the purchase, delivery and installation and/or set in place for final connections by others OR equipment per specifications, units are to be cleaned and ready for use, for the ROANE COUNTY SCHOOLS.

### Invoices, Statements & Payments

- (A) 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.
- (B) Two (2) 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 (if needed), item description, quantity, and price of each item delivered and total amount of the order. Unsigned invoices 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.
- (C) 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 addresses:

Roane County School Nutrition  
105 Bluff Road  
Kingston, Tennessee 37763

- (D) Invoices will be balanced with the statement and processed for payment. Statement must include any credits issued during the month. All invoices will be paid within thirty (30) working days of receipt of statement.

### Nutrition Information

- (A) All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive. A copy of the Nutrition Facts label and ingredient statement for each bid item must be included with the bid by the vendor. If bidder fails to provide required information with the bid submission or the information is inadequate or inaccurate, this may be grounds for the bid to be deemed non-responsive and not be evaluated for award.
- (B) All nutrition standards regulations and policy memos that guide our implementation of the Healthy, Hunger-Free Kids Act are located at the following link: <https://www.fns.usda.gov/school-meals/nutrition-standards-school-meals>

## 8107-143 – ICE CREAM FOR SCHOOLS

- (C) As regulations change, additional information will be posted there. All School Nutrition Program operators are required to follow regulations in place at time of purchase. As those regulations change, there may be a need to revise product requirements. Roane County School Nutrition reserves the right to delete or add products to comply with or to enhance the meal pattern regulations. Any items added must be priced according to the pricing structure specified in the bid conditions.

### Orders & Deliveries

- (A) An ordering system will be developed between Roane County Schools and the successful vendor. The method by which the School Nutrition manager will place weekly orders will be determined by the vendor's system for on-line ordering, call in ordering, etc.
- (B) A delivery schedule for each school will be arranged with Roane County Schools and the successful vendor. The schedule must be for at least 2 deliveries per month. Upon mutual agreement of this schedule, the vendor will provide the schedule for all school deliveries to the Supervisor of School Nutrition.
- (C) Deliveries shall be made to the school Monday thru Friday between the hours of 6:30 a.m. and 1:30 p.m. Exceptions to this time frame must be approved on a case by case basis by Roane County Schools. Roane County Schools deliveries shall NOT be made after 1:30 p.m. Managers will not be expected to extend working hours to receive late deliveries!
- (D) Products must be delivered inside the cafeteria/food preparation area and placed in the ice cream freezer. Product shall be rotated with older product being pulled to the front and newer product to the back or bottom of the freezer. The manager or designee will check the items delivered against the bid pricing sheet, 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.
- (E) 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 vendor. The calendar for the school year is included in the bid packet. 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.
- (F) 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 of all items.
- (G) 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.

### Payment

A Purchase Order will be issued to the contractor by ROANE COUNTY SCHOOLS Purchasing Department. Upon receipt of an invoice, which must list in detail the work performed, the ROANE COUNTY SCHOOLS Accounts Payable Department shall remit payment in the form of a check to the Contractor. ROANE COUNTY SCHOOLS is tax exempt, a Certificate of Tax Exemption will be provided to the Contractor upon request. ROANE COUNTY SCHOOLS *will pay no more than the bid price.*

### Quantities

ROANE COUNTY SCHOOLS does not guarantee any purchase will be made as a result of this ITB; also, ROANE COUNTY does not guarantee any minimum or maximum quantity that may be ordered based on the outcome of this ITB.

### Records

The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the ROANE COUNTY SCHOOLS, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

### Reports

- (A) Vendors shall be required to submit product usage reports as requested by the School Nutrition Program Supervisor.
- (B) Based on the request from a School Nutrition Program Supervisor, these reports shall be submitted for total quantity delivered either by school site or combined system total.

**Specifications for the ice cream requested are included on the attached Excel spreadsheet.**

**8107-143 – ICE CREAM FOR SCHOOLS**

<b>Roane County Schools 2022-2023</b>			
Bowers Elementary	120 Breazeale St.	Harriman, 37748	882-1748
Cherokee Middle	200 Paint Rock Ferry Rd.	Kingston, 37763	717-5445
Dyllis Springs Elementary	120 Ollis Rd.	Oliver Springs, 37840	717-5446
Harriman High	920 North Roane St.	Harriman, 37748	882-1821
Harriman Middle	1025 Cumberland St.	Harriman, 37748	882-0681
Kingston Elementary	2000 Kingston Hwy.	Kingston, 37763	717-5447
Midtown Elementary	2830 Roane State Hwy.	Harriman, 37748	882-9278
Midway Elementary	130 Laurel Bluff Rd.	Kingston, 37763	717-5448
Midway High	530 Loudon Hwy.	Kingston, 37763	717-5452
Midway Middle	104 Dogtown Rd.	Ten Mile, 37880	717-5465
Oliver Springs Middle	317 Roane St.	Oliver Springs, 37840	717-5449
Oliver Springs High	419 Kingston Ave.	Oliver Springs, 37840	435-6775
Ridge View Elementary	625 Pumphouse Rd.	Rockwood, 37854	354-5153
Roane County High	540 W. Cumberland St.	Kingston, 37763	717-5454
Rockwood High	512 W. Rockwood St.	Rockwood, 37854	354-5171
Rockwood Middle	434 W. Rockwood St.	Rockwood, 37854	717-5451

**END SPECIFICATIONS**

8107-143 – ICE CREAM FOR SCHOOLS

VENDOR INFORMATION

Please type/print clearly in ink – no erasable writing instrument.

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Email address:		
Remit To Address (if different from above):		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Email address:		
Number of years in business:		
Business License Number:	State:	

**PRICING**

Please see Excel spreadsheet for pricing.

<b>Company Official authorized to sign contracts:</b>	
Company Name:	
Authorized Signature:	Printed Name:
Title:	Date:
Email Address:	

**Acknowledgement of Receipt of Addenda**

If addenda were issued, please acknowledge the receipt of: (please check mark if you received one)

Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_

**Prompt Pay Discount**

If applicable, please indicate below if discounts will be allowed for prompt payment or if there is no discount offered:

\_\_\_\_\_ % Net 10 Days    \_\_\_\_\_ & Net 20 Days    \_\_\_\_\_ % Net 30 Days    \_\_\_\_\_ No Discount

## USDA NONDISCRIMINATION 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, disability, age, 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, \(AD-3027\)](https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint) found online at: <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, 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.

**CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS**

We require that suppliers comply with the Buy American provision in all program meals and:

1. certify that the products they are offering are domestic; **or**
2. request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing, using this same form. All requests must be submitted at least 3 days prior to the scheduled delivery date.

**Requested Waiver Items**

Item as Specified (include vendor #)	Reason for Exception (check one: “limited or lack of availability or price)		Alternative Substitute Item (include vendor #)	Price of Specified Item	Price of Alternative Item
	Limited or Lack of availability	Price			

***\*use additional pages if needed***

In all cases, the SFA is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

“I/We \_\_\_\_\_ certify that all food items on this bid have at least \_\_\_\_percent U.S. content and were processed in the U.S., except for those listed above.

**Vendor Certification**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OMB Control  
No. 0505-0027  
Expiration Date: 04/30/2022**



## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

### Lower Tier Covered Transactions

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal civil, fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. 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;
- B. 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	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

*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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*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 responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) 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.*



*Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING**

Applicable to Grants, Sub grants, 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 any 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 the 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/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NON-COLLUSION, INDEPENDENT PRICE DETERMINATION,  
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

- African American Owned
- Caucasian Owned
- Native American Owned
- Other Owned

- Asian Owned
- Hispanic Owned
- Woman Owned

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED, & RETURNED IN YOUR BID.**

**IRAN DIVESTMENT ACT COMPLIANCE**

The Iran Divestment Act of 2016, effective on July 1, 2016, is codified in Tennessee Code Annotated §12-12-101 *et seq.* The Iran Divestment Act, with certain exceptions, prohibits local governments from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tennessee Code Annotated §12-12-105, a person engages in investment activities in the energy sector of Iran if:

- 1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to §12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee’s chief procurement officer to publish on the State’s website a list of persons it determines engaged in investments activities in Iran (the “Prohibited Entities List”).

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with the COUNTY.

Pursuant to the Act, any BIDDER that attempts to contract with the COUNTY must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made where the BIDDER fails to submit a signed and verified compliance certification form.

**CERTIFICATION OF COMPLIANCE  
IRAN DIVESTMENT ACT**

The undersigned states that he/she has legal authority to swear this on behalf of \_\_\_\_\_ (Vendor); and that the Vendor is not in any manner in violation of *Tennessee Code Annotated §12-12-101 to §12-12-106.*

By submission of this bid, each bidder and each person signing on behalf of any 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 its knowledge and belief that each bidder is not on the list created pursuant to the Iran Divestment Act, Tennessee Code Annotated §12-12-106.

By: \_\_\_\_\_

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

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary \_\_\_\_\_ My Commission Expires \_\_\_\_\_

Vendor Name \_\_\_\_\_

**THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED & NOTARIZED, & RETURNED IN YOUR BID.**