

Anderson County Government

INVITATION TO BID (Formal)

Hazel Gibson, Interim Purchasing Agent
100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

purchasing@andersontn.org
<http://andersontn.org/purchasing>

BID No.: 4679

Date Issued: March 23, 2016

**Bids will be received until
11:30 a.m. Eastern Time on April 26, 2016**

Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the office of the Anderson County Purchasing Agent until the date and time specified above, and at that time publicly opened and read aloud.

THE ANDERSON COUNTY PURCHASING AGENT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Hazel Gibson, Anderson County Interim Purchasing Agent

BID DESCRIPTION

Dairy, Milk & Juice – Child Nutrition

For the period of July 1, 2016 – June 30, 2017

It is Anderson County's intent to award a one (1) year contract with an option to renew for four (4) additional years.

All vendors must submit one original and one exact copy of their bid, including brochures.

Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.

Bid #4679
Milk, Dairy & Juice
Specifications

A. BID PERIOD

This bid is for 07/01/2016-06/30/2017 with renewal option for four (4) additional years. A 30 day notice shall be made by either party to confirm intent to renew. In the case of no appropriation of funds or lack of funds, this bid period shall cease upon exhaustion of funds.

B. AWARD

The bid award will be for lowest bottom line totaled cost unless otherwise indicated. The tabulation of cost will be on cost per serving that is requested in the bid and that meets the minimum current USDA requirement for the food items in a school lunch or breakfast. The School Nutrition Program will convert cases to cost per serving to determine total bottom line cost. The program welcomes and promotes open and free competition. Ties will be decided by the per item cost of the product with the greatest single estimated expenditure.

C. VENDOR QUALIFICATION

- Provide dependable delivery of items ordered with adequate delivery fleets
- Meet specifications and bid conditions
- Demonstrate successful past performance
- Minimum 3 (three) years of experience supplying similar product/commodities and services to school districts similar in size to Anderson County
- Must have a mark-out rate of less than 2% and a substitute rate of no more than 2%
- Sanitary storage and delivery

D. BID SUBMISSION ADDITIONAL REQUIREMENTS

Vendor should bid on all items. Vendor should bid and provide only fresh and new, not previously invoiced products. If an item is omitted by the vendor, it will be assigned the highest bid price among the remaining bidders. As regulations change, so will specifications. To keep abreast of details, vendors are urged to visit www.fns.usda.gov/cnd. The submission of a bid must be accompanied by nutritional labels for each item in the bid. No products should have high fructose corn syrup added. This information can be by paper copy or electronic media such as disc or flash drive. It cannot be emailed separately. The invitation to bid will have yearly usage numbers. These usage numbers are estimates and can change due to legislation, regulation, enrollment and participation. The School Nutrition Program may request to delete or add some items during the course of the bid period. Other school districts in Tennessee may request that the vendor honor these prices for them but vendor is not obligated to do so.

Product names are examples of the product and should not reflect a preferred brand. Same as or equal to products are always welcome if accompanied by documentation to support vendor product(s) offered.

NOTE: All bid submissions and contracts must adhere to all requirements of both offices. In case of contradictory conditions, bidder should contact the purchasing office for clarification. Once the request for bids is published all questions must be directed to purchasing@andersontn.org or 865.457.6218.

E. DELIVERY AND ORDERING

Delivery to the school(s) shall be between the hours of 6:30 a.m. and 2:00 p.m. on school days. Clean and climate controlled transport is required. If school is closed due to inclement weather or other emergency, all deliveries will be rescheduled. Milk vendors will provide lockable coolers at no additional charge and agree to maintain optimal operation. Products will be rotated by the vendor and product freshness that will expire before next delivery will be acted upon by removal and credit.

- Milk must have a minimum of 2 deliveries per week, ordered as needed on premises and emergency backup supply available within 24 hours. Product should be placed inside milk coolers (32 degrees)

F. INVOICES AND STATEMENTS

All monthly statements are to be issued to include 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 and show purchase order number, 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 product. Anderson County School Nutrition will make every effort to pay within 30 days from end of month. At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed or emailed to the following address:

Anderson County School Nutrition Program

101 S Main Street, Suite 470

Clinton, TN 37716

Office: 865.457.7560 Fax: 865.457.2290

E-mail Contacts: mburrell@acs.ac, amyl@acs.ac and smiracle@acs.ac

G. PRICE ESCALATION/DE-ESCALATION

Bid pricing shall be based on the most current Federal Market Administrator announced Class I prices at 3.5% Butterfat. Bid prices shall remain firm for thirty (30) days, at the end of the thirty (30) day period milk pricing will change up or down with the Federal Market Administrator announced changes, including over order premium changes. Changes shall be effective the first of each month for accuracy in billing. The vendor's supplier(s) must provide the Anderson County School Nutrition Program a certified notification of increase or decrease in the cost of raw milk as changes occur. Notification of the increases or decreases must be provided prior to the start of a new food service accounting period. Price changes can be made only on the first day of a food service accounting period, not during an accounting period. Raw milk price changes must be in effect before the new accounting period begins. The successful vendor(s) will be furnished a food service accounting period schedule.

H. 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 after all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture and/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.

I. REPORTS

Usage reports should be made available upon request to the School Nutrition Program. The reports should be by product, by school and by district and should be for the month, half year and year.

J. 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 and codes and regulations.

K. SANITATION

All materials provided must have some identification that will enable trace to origin. Milk should be in clean, leak free paper containers with a clearly marked expiration date. All items consumed from the package should have expiration dates visible. All federal, state and local sanitation regulations must be adhered to and HACCP followed. If the product a vendor provides is subject to recall, vendor should contact the School Nutrition Program.

ATTACHMENT A
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 certifications 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 knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Company Name

Date

Bid Representative (Please Print)

Title

Signature

Street Address

City, State Zip

ATTACHMENT B
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.**

Company Name

Date

Bid Representative (Please Print)

Title

Signature

**ATTACHMENT C
USDA 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) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

MAIL: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

FAX: (202) 690-7442

EMAIL: program.intake@usda.gov

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER

ATTACHMENT D
CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

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

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

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

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

Requested Waiver Items

Product Description	Vendor Item #	Reason for Waiver Request	Approved

USE ADDITIONAL PAGES IF NEEDED

NOTE: Approved column is for the SNP purchaser to indicate if they will accept the non-American product or if they reject that item. The SNP will contact the vendor if item is rejected.

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

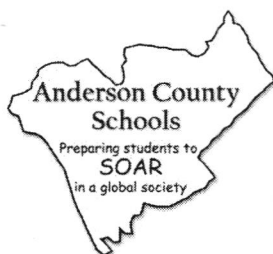
Company Name

Date

Bid Representative (Please Print)

Title

Signature



ANDERSON COUNTY SCHOOLS

2016-2017 School Year Calendar

August 3	Student Registration (<i>Abbreviated Day - No Buses</i>)
August 4	In-service (<i>NO school for Students</i>)
August 5	Classes begin
September 5	Labor Day (<i>District Closed</i>)
October 6	1 st Grading Period Ends (46 days)
October 7	In-service (<i>NO school for Students</i>)
October 10-14	Fall Break (<i>Schools Closed</i>)
November 8	In-service (<i>NO school for Students</i>)
November 23-25	Thanksgiving Break (<i>Schools Closed</i>)
December 20	Semester Ends (<i>Abbreviated Day - No Buses</i>) (89 days)
Dec. 21 - Jan. 3	Winter Break (<i>Schools Closed</i>)
January 4	In-service (<i>NO school for Students</i>)
January 5	Classes Resume
January 16	Martin Luther King Day - In-service (<i>NO school for Students</i>)
February 20	Presidents' Day (<i>District Closed</i>)
March 16	3 rd Grading Period Ends (52 days)
March 17	In-service (<i>NO school for Students</i>)
March 20-24	Spring Break (<i>Schools Closed</i>)
April 14	Good Friday (<i>District Closed</i>)
April 17	In-service (<i>NO school for Students</i>)
May 15	In-service (<i>NO school for Students</i>)
May 19	Graduation for Clinch River Community School
May 21	Graduation for ACHS & CHS
May 26	Last Day for Students (<i>Abbreviated Day - No Buses</i>) (91 days) (179 Year Total)
May 29	Memorial Day (<i>District Closed</i>)

Note: Students will be dismissed 90 minutes early each Wednesday.

ATTACHMENT F

ANDERSON COUNTY SCHOOLS

Anderson County High School
130 Maverick Circle
Clinton, TN 37716
Manager: Patti Klink
Phone: 865-457-9494
Email: pklink@acs.ac

Andersonville Elementary School
1951 Mountain Road
Andersonville, TN 37705
Manager: Sherry Humphrey
Phone: 865-494-8826
Email: shumphrey@acs.ac

Briceville Elementary School
103 Slatestone Road
Briceville, TN 37710
Manager: Judy Bray
Phone: 865-4264741
Email: judybray@acs.ac

Claxton Elementary School
2218 Clinton Highway
Powell, TN 37849
Manager: Robin Moore
Phone: 865-945-3233
Email: rmoore1@acs.ac

Clinton Middle School
110 North Hicks Street
Clinton, TN 37716
Manager: Dot Dabney
Phone: 865-457-6191
Email: ddabney@acs.ac

Clinton High School
425 Dragon Drive
Clinton, TN 37716
Manager: Joyce Brooks
Phone: 865-457-8321
Email: jbrooks@acs.ac

Dutch Valley Elementary
1044 Old Dutch Valley Rd.
Clinton, TN 37716
Manager: Louise Elliott
Phone: 865-457-3944
Email: lelliott@acs.ac

Fairview Elementary School
6715 Hickory Valley Road
Heiskell, TN 37754
Manager: Darlene Wilson
Phone: 865-494-8619
Email: dwilson@acs.ac

Grand Oaks Elementary School
1033 Oliver Springs Highway
Clinton, TN 37716
Manager: Melissa Bean
Phone: 865-435-9893
Email: mbean@acs.ac

Lake City Elementary School
402 Lindsay Street
Lake City, TN 37769
Manager: Autumn Huckaby
Phone: 865-426-2109
Email: ahuckaby@acs.ac

Lake City Middle School
1132 South Main Street
Lake City, TN 37769
Manager: Kathy Graham
Phone: 865-426-6707
Email: kgraham@acs.ac

Clinch River Community School Milk Delivery – ONLY
Maverick Circle
(Behind ACHS)
Clinton, TN 37716
Manager: Patti Klink
Phone: 865-457-9494
Email: pklink@acs.ac

Norris Elementary School
42 East Circle Drive
Norris, TN 37828
Manager: Andrea Shaw
Phone: 865-494-7422
Email: ashaw@acs.ac

Norris Middle School
5 Norris Square
Norris, TN 37828
Manager: Kim Kitzmiller
Phone: 865-494-2349
Email: kkitzmiller@acs.ac

Norwood Elementary School
669 Tri-County Boulevard
Oliver Springs, TN 37840
Manager: Erica McMahan
Phone: 865-435-0552
Email: emcmahan@acs.ac

Norwood Middle School
655 Tri-County Boulevard
Oliver Springs, TN 37840
Manager: Erica Bailey
Phone: 865-435-6234
Email: ebailey@acs.ac

Anderson County Pre-School
708 N Main Street
Clinton, TN 37716
Email: trounds@acs.ac

ATTACHMENT G

VENDOR COMPLETE COLUMNS WITH ARROWS

Fluid Milk Products Vitamin A&D Milk					
Item Number	Description	Preferred Packing	Estimated Usage in Single Units	Bid Price per Unit	Extended Price per Unit
1	Fat Free Chocolate Milk	paper half pint	580,000		\$
2	Fat Free Vanilla Milk	paper half pint	20,000		\$
3	Fat Free Strawberry Milk	paper half pint	80,000		\$
4	1% Fat White Milk	paper half pint	200,000		\$
5	4% Homogenized Milk	paper half pint	150		\$
6	Skim Milk	paper half pint	18,000		\$
7	1% or Fat Free Lactose Free Milk	paper half pint	1000		\$
8	1% milk	gallon	100		\$
9	1% Fat White Milk	pints, plastic	1		\$
No Sugar Added Orange Juice 100% from Concentrate					
10	Orange Juice 100% Juice	paper 4 ounce	240,000		\$
11	Orange, 100% Juice	paper 8 ounce	1		\$
12	Orange Juice 100% Juice	pint plastic	1		\$
Other Milk Products - Schedule I					
13	Cottage Cheese 1% Butterfat	16 oz.	1		\$
14	Cottage Cheese 1% Butterfat	5 pound	1		\$
15	Sour Cream Fat Free	5 pound	1		\$
16	Sour Cream Fat Free	100 cups	1		\$
Total Bottom Line					\$

ATTACHMENT G

CONTINUED

SIGNATURE

It is Anderson County's intent to request a one (1) year contract with an option to renew for four (4) additional years.

Company Name

Date

Bid Representative (Please Print)

Signature

Street Address

City, State Zip

()

Phone Number

()

Fax Number

E-mail Address

BID NUMBER: 4679

BID TITLE: Dairy, Milk & Juice

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids **MUST** be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid reach the Purchasing Department. If the bid is not delivered to the correct location by the correct time it is not considered.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

**ANDERSON COUNTY PURCHASING DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716**

**Email: purchasing@andersontn.org
Website: <http://andersontn.org/purchasing>**

**(865) 457-6218 Phone
(865) 457-6252 Fax**

**Bid documents must be completed in ink or typed, signed in ink,
and free from alterations, erasures or mark-throughs.**

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, 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 within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Vendors entering the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. The designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid does meet or exceed the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as was requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County will consider multiple bids that meet specifications. Bid awards may include multiple approved vendors and the list of approved vendors may be added to or deleted from at any time.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Commission, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.15 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in their bid, reference Terms & Conditions section 2.4.

1.16 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.17 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.18 DUPLICATE COPIES: Anderson County requires that all vendors submit one original and one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.19 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures not less than seventy-two (72) hours prior to the time set for the bid opening.

1.21 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.22 TERMINATION: Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.23 OSHA SAFETY: The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.24 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.25 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.26 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.27 PRICE INCREASE/DELIVERY CHARGES: Request for price or delivery charge increases must be received in writing 30-days prior to implementation. The Anderson County Purchasing Agent will review requests and make a determination to continue or cancel services.

1.28 INDEMNIFICATION/HOLD HARMLESS: Contractor shall indemnify, defend, save and hold harmless Anderson County and, 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, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

1.29 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

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

1.31 APPROPRIATION: In the event no funds are appropriated by Anderson County for the goods or services 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 occurs first, with no further obligations owed to or by either party.

1.32 ASSIGNMENT: Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.33 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.34 UNIT PRICE: Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the pricing page for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.35 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids should be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.36 PRE-BID CONFERENCES: Attendance at Pre-bid Conference is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative MUST be in attendance and sign the Pre-bid sign-in sheet in order to be awarded the bid.

1.37 ADDENDUM: Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website www.andersontn.org/purchasing up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.38 PROPOSALS: All proposals, once received, become property of Anderson County Government and will not be returned.

1.39 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices, bidders/proposers will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

BACKGROUND CHECK COMPLIANCE FORM

ANDERSON COUNTY GOVERNMENT

PURCHASING DEPARTMENT
100 N. MAIN STREET, ROOM 214 or 218
CLINTON, TN 37716
(865) 457-6251
(865) 457-6252 (Fax)

BID NUMBER 4679

CONTRACT NUMBER

BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Address

City, State Zip Code

Telephone Number

()

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes: _____

BID NUMBER: 4679

BID TITLE: Dairy, Milk & Juice

SECTIONS: 2, 3, AND 4 OF THIS FORM ARE TO BE SUBMITTED/RETURNED WITH YOUR BID AS PART OF THE CONTRACT BID DOCUMENTATION.

SECTION 2 - BID INFORMATION

- 2.1 I acknowledge the receipt of:
(Please write "Yes" if you received)
- Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____
- 2.2 Please list and include in your bid packet all warranty information concerning length and coverage below ("Standard Mfg. Warranty" is unacceptable):
- 2.3 _____
Guaranteed days until delivery after receipt of purchase order:
- 2.4 _____
Additional Shipping, Freight or Handling Fees
\$ _____ Total. **(To be added to bid.)**
- 2.5 If bid varies from the specifications, make full explanation.
- 2.6 Payment terms shall be _____% _____ days.
Offers of less than 20 days will not be considered in bid evaluation. Anderson County's normal payment terms of Net 30 will be adopted if no other terms are quoted and accepted.
- 2.7 Bid Pricing will remain stable _____ days from bid opening.
- 2.8 Bidding on "all or none" basis _____.
Bidding on "low item" basis _____.
(Please check one)
- 2.9 Will you honor additional purchases at this same price? _____ Yes _____ No
- 2.10 Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations.

Please indicate vendor's approval of the Cooperative Purchasing Agreement. _____ Yes _____ No

State of Tennessee Business License Number:
License # _____

State of Tennessee Contractors' License Number: (See item 1.11)
License # _____

SECTION 3 - VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____

State _____

Zip _____

Telephone Number _____

Fax Number _____

Contact Person (Please Print) _____

E-Mail Address _____

Taxpayer Identification Number, Social Security or Employer Identification Number: _____

What is the major service or product your company provides?
(Explain/Describe) _____

The undersigned agrees if bid is accepted, to furnish all license information.

Authorizing Signature:

(Please sign original in blue ink)

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing the Bid Form affirms that the original Invitation for Bid document has not been altered in any way.

BID NUMBER: 4679

BID TITLE: Dairy, Milk & Juice

SECTION 4 - INSURANCE REQUIREMENT CHECKLIST

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1. ☒ **Workers Compensation** Statutory limits
Employers Liability 100,000/100,000/500,000
2. ☒ **Commercial General Liability** \$1,000,000 per occurrence
\$2,000,000 aggregate
- ☒ Occurrence Form Only
☒ Include Premises Liability
☒ Include Contractual
☒ Include XCU
☒ Include Products and Completed Operations
☒ Include Personal Injury
☒ Include Independent Contractors
☐ Include Vendors Liability
☐ Include Professional or E&O Liability
3. ☐ **Business Auto** \$1,000,000
☐ Include Garage Liability \$1,000,000
☐ Include Garage Keepers Liability
☐ Copy of Valid Driver's License
☐ Copy of Current Motor Vehicle Record
☐ Copy of Current Auto Liability Declarations Page
4. ☐ **Crime Coverages**
☐ Employee Dishonesty
☐ Employee Dishonesty Bond
5. ☐ **Property Coverages**
☐ Builders Risk
☐ Inland Marine
☐ Transportation
6. ☐ Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This **MUST** be submitted before purchase order issued.

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within **21 (twenty-one) calendar days** if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date