

MONROE COUNTY

MONROE COUNTY BOARD OF COMMISSIONERS

INVITATION TO BID

FOR

MILK AND BEVERAGES

FOR THE

MONROE COUNTY BOARD OF EDUCATION

BID NUMBER – BOE1103-10-19

**Monroe County Department of Finance
103 College Street South Ste 9
Madisonville, Tennessee 37354
(423) 442-9383**

Monroe County Board of Commissioners
Madisonville, Tennessee 37354
(423) 442-9383

Bid Prepared By:

Invitation to Bid Number:

Monroe County Finance Department

BOE1103-10-19

October 24, 2019

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **10:00 A.M. (EST.)** local time prevailing, **October 24, 2019** and then publicly opened and read for the Purchase of Milk and Beverages, as authorized by the Monroe County Board of Commissioners.

No bid can be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

To be considered, your bid must be submitted on the copy of this Invitation to Bid. Bidders shall sign this form in the space provided and submit bid document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Bids shall be returned in the enclosed bid envelope, properly completed and sealed. Bids will not be accepted via fax machine or e-mail.

Time is of the essence and bids received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Bidders are responsible for ensuring that the Finance Department personnel stamp their bids before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to quote on the Invitation, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause for removal of your company's name from the bid list for subject commodity.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

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 hereto 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 § 12-12-106

Terms and Conditions of Request for Bids/Proposals

1. **Award**

Owner reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. Owner further reserves the right to reject the Bid/Proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid/Proposal of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder and the rejection of all Bids/Proposals in which that Bidder has an interest. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid/Proposal is the best interest of the Project. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by Monroe County for the goods and services specified or insufficient funds exist for future orders, Monroe County is under no obligation to make a contract award, contract renewal, or purchase.

2. **Preparation of Bid/Proposal**

- (A) Vendors are expected to examine all Bid/Proposal documents. Failure to do so will be at the vendor's risk.
- (B) Each vendor shall furnish all information required by the request. The vendor shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Vendors must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

3. **Availability of Requested Items**

Vendors must accept responsibility for verifying availability of specified items prior to submission of the Bid/Proposal. Vendor shall notify the County no less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

4. **Restrictive or Ambiguous Specifications**

It is the responsibility of the prospective vendor to notify Monroe County Purchasing if there is a question as to the specifications or Bid/Proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

5. **Delivery**

Delivery will be f.o.b. destination unless otherwise specified in the bid document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

6. **Federal Tax and State Sales Tax**

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

7. **Addenda**

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/ Proposal addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a Bid/Proposal, it is the responsibility of the vendor to ascertain that they have received all addenda issued and Bid/Propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-126.

8. **Submission of Bid/Proposal**

- (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the vendor shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$25,000 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) Monroe County does not accept Bids/Proposal by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at vendor's request and expense unless otherwise specified in the Invitation.

9. **Modification or Withdrawal of Bids**

Bids/Proposal may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the Bid/Proposal 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/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

10. Late Bids/Proposal

It is the responsibility of the vendor to deliver their bids or proposal modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late Bids/Proposals will not be considered or returned.

11. Qualifications of Vendors

In evaluating Bids/Proposals, Owner will consider whether or not the Bids/Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal Form or prior to the Notice of Award. Owner will consider the qualifications of Bidders/Proposers and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the vendor to perform the work and the vendor shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. Subcontracts

The vendor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the vendor 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/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee.

14. Compliance with Applicable Laws

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

15. Bid/Proposal Acceptance

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless vendor indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, vendor agrees to furnish all services described or specified

16. ACCEPTANCE OF BID CONTENT

The successful contractor's bid content shall become a contractual obligation if procurement action ensues. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

17. Notification to County

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's vendor list for future solicitations.

18. Standard Contract

Monroe County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid.

19. News Releases

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

Terms and Conditions of Purchase

- 1. Definitions**
 - A. The "County" is Monroe County, 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" include instructions to vendors, 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 perform 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.
 - F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.
- 2. Contract Terms**

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director 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 the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County 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.
- 3. Contract Modification**

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.
- 4. Delivery Requirement**

To insure adequate service level to the people, Monroe County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.
- 5. Transportation Charges**

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.
- 6. Packaging**

The County 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.
- 7. Quantities**

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.
- 8. Indemnification and Insurance**

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage.
- 9. 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 County pursuant to this contract shall be deemed accepted until the County 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 the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.
- 10. Warranty**

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.
- 11. Invoices**

Invoices shall be submitted to address as noted on Purchase Order. 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.

Terms and Conditions of Purchase

12. Notice and Service Thereof

Any notice to any contractor from the County 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.

13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God 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.

14. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

15. 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, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

16. Public Notice – Title VI of the 1964 Civil Rights Act

"No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

17. Non-Conflict

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

18. 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 application of either party the contract will forthwith be physically amended to make such assertion or correction.

19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County 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 the County for due cause, the vendor may be barred from bidding on County 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 60 calendar days.

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Enclosed Documents

- Terms & Signature Sheet
- Certification Regarding Debarment
- Certification Regarding Lobbying
- “Buy American” Requirements
- Location of Schools
- 2019-2020 School Calendar

CATEGORIES OF ITEMS FOR BID

Category I

- Milk Products
- Juice Products

Category II

- Beverages

MUST BE INCLUDED IN BID PACKAGE

Vendors interested in bidding on any category MUST include:

- One original and one copy of the completed bid
- The signed terms and signature sheet
- The signed certification regarding lobbying
- The signed certification regarding “Buy American” requirements
- The signed certification regarding Debarment & Suspension
- Three references
- W-9

CONTACT INFORMATION

Mail or deliver sealed bid document to:

Monroe County Finance Department
Attention: Jessi Soileau
103 College Street South Suite 9
Madisonville, TN 37354

For questions in regard to any bid category please contact:

Monroe County BOE’s School Nutrition Department
(423) 442-2092

*Office hours: Monday-Friday 8:00a.m – 4:00p.m.

*Office will be closed for Fall Break the week of October 7-11, 2019

GENERAL BID CONDITIONS FOR ALL BID CATEGORIES

Introductory Statement

Attached is a list of the Board of Education's requirements for products to be delivered as designated. This bid form, which records specifications and conditions, is sent to you so you may submit your bid prices. Monroe County encourages open and free competition and comparability.

Objective

The objective is a reduction in logistic and distribution costs through consolidations and to develop an equitable way of determining the successful supplies on an advertised bid basis. Each bidder should review all of the general bid conditions of this document in determining quotations. This is a firm fixed price bid, with the exception of fluid milk.

General Conditions

All products must be made and processed under the best possible sanitary conditions in USDA inspected plants and in strict accordance with local, State of Tennessee, and FDA regulations contained in the Sanitary Food Transportation Act of 1990. It must be emphasized and clearly understood by all bidders that the Board of Education insists that products delivered must be wholesome and safe; for the ultimate consumer is the school child.

Sanitation

Milk shipments received from out of town must be delivered in mechanically refrigerated trucks.

Contract Terms

The contract period is for one year for all categories beginning November 1, 2019 through October 31, 2020. At any time during the contract period, but at least at the end of the beginning two (2) months of the contract period, the Board of Education's School Nutrition Department will review the contract by category. The nutrition department reserves the right to add/or delete products during the contract period. Pricing for added products will be requested to be placed under the same school bid pricing. The Board of Education retains the right to rebid any category because of poor quality, service or excessive mark outs. ****Bids will be received and opened on October 24, 2019. Bids will be awarded on October 31, 2019. In the event that purchases must be made after November 1, 2019, an extension of the current contract will remain enforce until bids are awarded and a transition in services, if any, can take place.*

Contract Renewal

Based on service and pricing, the Monroe County BOE's School Nutrition Department reserves the right to renew all aspects of the bid one year at a time for an additional four (4) years based on firm fixed price. However, the BOE's School Nutrition Department reserve the right to re-bid at any time. Renewal means contracting with the same contractor for an additional contract period, after the initial contract period, pursuant to contract terms that specially are provided for the renewal. The BOE's School Nutrition Department will consider renewals of this contract with price re-determination no less than 30 days before expiration of the contract. The BOE's School Nutrition Department will notify the vendor of their intention to renew this contract no later than October 1st of each year. 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 the BOE's School Nutrition Department in writing within ten (10) days of receiving the request. The vendor should return the signed request for renewal accompanied by a petition for price

increases and/or decreases. The total projected cost of price increases and decreases multiplied by the projected usage for each item cannot exceed the percent change in the Consumer Price Index – All Urban consumers, U.S. Food and Beverages from the base period *June 2020*. A calculation will determine the percent change at time of price increase request and no price increases above this percent will be allowed. Any changes (increases or decreases) must be agreed upon by the Monroe County BOE's School Nutrition Director, along with the vendor, and cannot exceed the terms or conditions set forth in the original bid. All bid renewals must be approved by the purchasing committee. In the event that purchases must be made for school meals before an agreement is rendered, an extension of the current contract will be issued by the school system.

Vendor Qualification:

Potential bidders must meet the following criteria:

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

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

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

Replacements of substandard products

All products are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged, stale, or out of date, at no charge to the school system. *Vendors found to be offering substandard products will be removed from the list of potential bidders for a period of one year.*

Product Evaluation

If foreign objects are found in products purchased from a vendor and such objects result in injury or sickness to customers, the vendor will be responsible for all claims resulting from this injury or sickness and the school system and their employees will not be held responsible.

Use of Brand Names

Brand names are occasionally listed on the product specification. The brand name is used as an indication of quality desired. Specifications are intended to be open and non-restrictive. The Monroe County Board of Education encourages the use of brand name products to increase student participation but our ultimate goal is to get the best products available at the best price.

Submission of Bids

- All bids must be submitted in a sealed envelope marked "BOE's School Nutrition Bid for: "list your appropriate category" in the lower left hand corner and delivered or mailed to Monroe County Finance Department, Attn: Jessi Soileau, 103 College Street South, Suite 9, Madisonville, TN 37354 on or before the date and time stipulated in the invitation to bid. No bid will be accepted or considered after the stipulated date or time. Faxed or emailed bid documents will not be accepted. Postmark on the bid by this date will not suffice. The bid must be received on/or before the date and time stated.
- All bids must be complete, showing the brand or trade name of the article to be bid plus additional information that may be requested; the price by purchase (shipping unit) shall be quoted. If the shipping unit is different from that listed, the bidder must enter the shipping unit on which a price is quoted.
- Each supplier should bid by item in each category for which a bid is submitted. Please leave no bid items blank on the spreadsheet.
- Authorization for the bids must be signed by the bidder on the "Agreement" giving the full name and business address of the company. The person signing the bid must show title, and if requested, to show proof of authority to bind company to the bid.
- When there is a discrepancy between the General Bid Conditions and Special Bid Conditions, the Special Bid Conditions will prevail.
- Should a bidder find discrepancies or omissions from the bidding document or should be in doubt as to their meaning, they shall at once request clarification from the BOE's School Nutrition Supervisor.

In case of No-bid:

If you are unable to quote prices on this bid please state so on this bid and return it (marked as NO BID) so that the Board of Education may know that you have had an opportunity to quote and that you will welcome receipt of similar bids in the future. **Failure to return the bid document will indicate that you no longer wish to receive bids and will result in the removal of your name from the BOE's School Nutrition bid list.**

Deviations

Any deviations as to specifications, i.e. weight of package or box, yield or quality must be specially noted on the product specification and bid sheets. Alternate bids on boxes or packages *varying slightly* as to weight will be considered. Bidders are also invited to comment on this bid. All Short/Cheater Packs will be disqualified.

Manner of Submitting Proposal

Bid prices must be recorded in the spaces provided for this purpose, and the specifications and conditions herein set forth shall remain intact and form part of this bid.

Samples

Each bidder must submit a sample, *if requested*, of the product to be supplied.

Awarding of Bid

The bid will be awarded on an all or none basis by category by the Monroe County Purchasing Committee. They retain the right to:

- Reject any or all bids.
- Award a bid on other than the basis of low price alone.
- Re-bid or accept the next lowest bidder for any category of items for non-compliance of any general bid condition or product specification.

The successful bidder for each category will be notified in writing within ten (10) working days after the bid award date or upon the next purchasing committee meeting.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations may be reviewed during the normal office hours of the BOE's School Nutrition Supervisor. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted. The original documents may not be removed from the office of the Supervisor. Copies of bid documents can be mailed at the Bidder's expense.

Extension of Evaluation of Bid

All quotations in a category will be extended for each item (quotation times anticipated usage) and the sum of the extensions evaluated as one basis for the awarding of bids. Single item quotations will not be used as a basis for awarding bids. The BOE's School Nutrition Department will make necessary conversions for differences in pack sizes after bids have been submitted for evaluation. Estimated usages will be given for most items. These estimates are based on last year's purchases and are estimated for the bid period. The estimated usages do not indicate the actual quantity which will be ordered, since volume will depend upon requirements which develop during the contract period. Inclusion of items on bid does not guarantee purchase.

The bids will be evaluated on other factors such as responsiveness to requirements as well as price; however, regardless of the procurement method used, bottom line cost is the final determining factor for awarding the contract.

Bid Format

Bids are prepared using an electronic spreadsheet format (excel). Companies should make every effort to return bid pricing using the format provided. A paper copy, along with the electronic spreadsheet must be returned in the bid envelope provided. In the event that the electronic spreadsheet is not accessible, the bidder may contact the BOE's School Nutrition Department for a different format or may submit pricing on paper in ink or typewritten form. No erasures shall be permitted. Errors crossed out and corrections printed in ink or typewritten must be initialed by the person signing the bid.

If you receive a copy of this bid please contact Jessi Soileau at jessi.soileau@monroetn.com to insure you receive the electronic spreadsheet and any addendums that may go out.

SPECIFIC AGREEMENTS OF THE BOE'S SCHOOL SYSTEM

In addition to other provisions stated in this document, the Board of Education agrees to adhere to the following provisions. Each bidder is expected to use this information in submitting quotations.

- **Delivery Schedule (Same day delivery)**
A delivery schedule (same day) and time and has been arranged to reduce the number of deliveries in accordance with the availability of individual school storage capabilities. The successful bidder must be able to supply same day delivery to all school sites. Delivery is currently on a daily, weekly or bi-monthly schedule depending upon the bid category.
- **No minimum orders per delivery.**
- **Surcharge/Delivery Fees**
A fuel surcharge will not be accepted for scheduled deliveries. The Board of Education does not allow delivery fees to be added to any cafeteria order.
- **Labeling**
Each carton, package, or unit must have clearly marked thereon the brand name and description of the contents and directions for preparation. All items must be packaged and sealed according to the best commercial practice.

Invoicing, Delivery, Acceptance Procedure

- Delivery will be made FOB to the school. Stock is to be placed adjacent to the appropriate storage area as designated by the manager or supervisor or his/her designee.
- Delivery shall be made in the quantity specified by the ordering school or central office according to the negotiated delivery schedule. **In bidding on any category, a vendor automatically indicates that supply as requested can be delivered to meet the needs and existing storage conditions at each school.**
- All goods and supplies are subject to inspections and rejection upon receipt by the manager or his/her designee.
- The school cafeteria name, date and name of the delivery person or his/her identification number shall appear on the invoice.
- Duplicate copies of the invoice must be left with the cafeteria manager. The manager, or his/her designee, and the delivery person **must sign the invoice at time of delivery if payment is expected.**
- It is understood that deliveries are not to be made when school is not in session with the exception of the opening/closing of school. A school calendar will be provided to the successful bidders to designate off-school days. Upon inclement weather, local or national emergencies, the school system will accept deliveries on the next operating day. The successful bidder will be added to the school reach calling list. This automated call list will contact the vendor, or their representative, upon the closing of school for any reason.
- The manager or his/her designee will check the number of items delivered against the requisition order and invoice at the time of delivery with both the manager and his/her designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods. The minimum appropriate form is all copies of the invoice.

- It is the manager's or his/her designee's responsibility to indicate on all invoice copies shortages, errors and/or obviously damaged goods and the signature of the driver. Credits will not be issued if these procedures have not been followed. The Board of Education retains the right to reject any or all of a delivery that does not meet product specifications within ten (10) full working days from delivery date. Rejected items are to be picked up at the supplier's expense.
- Guarantee for Normal Shelf Life - The vendor warrants that the supplies delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements for a period of ninety (90) days from the date such supplies are delivered.
- The successful bidder agrees to deliver products in suitable condition.
- The successful bidder must accept the liability for the expense of goods delivered damaged, goods lost during delivery, goods damaged due to unscheduled deliveries, or any other damage incurred by the supplier's employees.
- Credits are to be noted on the invoice. Replacement of the product(s) will be accepted as a credit for either damaged or unsuitable product(s) and must be noted on the invoice. Monetary credits are to be issued if no replacement is acceptable or needed.
- The Monroe County BOE's School Nutrition Department follows the principal of HAACP (Hazard Analysis Critical Control Point) in accepting all deliveries. Therefore, upon delivery, temperatures of products will be taken and recorded and overall product condition will be inspected in accordance with the Monroe County Board of Education Food Safety Plan. Drivers need to be made aware that this may require extra time upon delivery.

Payment

- The cut-off date for statements shall be the last day of each month. One statement for each school cafeteria showing all invoices and credit memos for that school shall be sent to the BOE's School Nutrition Department and/or Finance office no later than five (5) days after the cut-off date.
- *Payment is made by invoices only.* Invoices will be balanced with the statement and processed for payment by the Finance Department. Statements should include any credits issued during the month in order to reduce overpayments on the school cafeteria accounts. All schools serviced under this contract are tax exempt.
- Shortages or overages, errors and obviously damaged goods must be indicated by the delivery driver on all invoices (original and copies). A "live" signature by the manager or his/her designee on all invoices (original and copies) is required for authorization of payment by the board.

It is the successful bidder's responsibility to ensure that this signature is obtained at delivery time. The Board *is not responsible* for payment of invoices without the appropriate signature or for any item left outside of the cafeteria.

No Substitutions - will be accepted unless prior verbal agreement is obtained before delivery from the supervisor or manager. Delivery of substituted brands or items without prior notification is at the vendor's risk and substantiated refusal to accept delivery by the school and/or the supervisor must be removed at the vendor's expense. Persistent problems with substitutions will be considered grounds to terminate the contract.

Recap

At the end of the bid period, the successful bidder will supply a recap by item (quantity by item by month). This recap must be summarized and consolidated for the school system.

Performance File

The BOE's School Nutrition Department will maintain a performance file on each successful bidder. A copy of the invoice will be used by the supervisor and manager to indicate discrepancies in deliveries (count, weight, obviously damaged goods) and performance. Vendors with poor performance will be notified at the time of such performance and be given reasonable opportunity to correct the problems.

Shipping Unit

The unit specified as the purchase unit is the shipping unit and orders will be made in shipping units.

Ordering for Products

- Managers of individual school cafeterias will place orders electronically with the central office. Purchase orders are compiled in central office and orders are available to be picked up by the salesperson each week, with delivery the following week. **No orders are to be taken directly from the managers of individual schools, except in the case of milk and a la carte beverages. The successful bidder is responsible for inputting orders.**
- Items needed in small quantities are not listed on the "Product Specification and Bid Sheet" and a bid is not requested for these items. These will be purchased from the successful bidder according to the item's classification in a category. The Board of Education retains the right to use an alternate source of supply if the prices for these items appear to be escalated beyond the fair market value. Schools should be established on special price lists (SPL's) that gives each school the same bid pricing for small quantity items or off-bid items. The school system will not pay "book" pricing for items not listed on the bid sheet. The school system will provide the successful bidder with a listing of these small quantity items and will update this listing as needed.

NUTRIENT DATA INFORMATION

Nutrient data per product served is now required by our system. Please be able to submit nutrition data on each item if requested. If required, vendors may submit this information electronically or in a format approved by the BOE's School Nutrition Director.

Escalation of Bid Quotations

No price escalation is permitted within the annual bid period of November 1st to October 31st. At the end of each bid period the Board of Education and the vendor will mutually agree to any price escalations based upon the terms of this contract. The bidder must document the basis of any escalations and provide the BOE's School Nutrition department with documentation.

Special Bid Conditions: Escalation/De-escalation of Fluid Milk- ½ & Pint Fluid Milk ONLY

All prices shall be quoted and remain firm for thirty (30) days from the bid date, after which prices for fluid milk can escalate and de-escalate in accord with changes in the Dairy Farmers of America-Southeast Council monthly report on Class I Skim Price per cwt. This price must be tied directly to the Federal Milk Order announcement for the applicable geographical zone. Any changes (up or down) in prices must be announced to the Board of Education as soon as they are available. Suppliers are requested to

submit the following: A copy of the calculations used to arrive at the current monthly price accompanied by the DFA monthly report.

Monroe County owns many of its milk coolers. Pricing must be the same regardless of whether or not the school owns equipment (coolers) or the contractor furnishes the equipment. Delivery schedules must be approved by the BOE's School Nutrition director upon award.

Audit Procedure

Audits will be made of the vendor's invoice costs at any time weekly price reviews indicate that a problem might have occurred. The contractor shall be given notice of the intent of the district to conduct an audit with the date scheduled a minimum of two weeks in advance.

All decisions that arise concerning the awarding of bid(s), re-awarding of bid(s) or cancellation of contract shall be at the sole discretion of the Purchasing Committee. In every case, final action rests with the Director of Schools, the School Nutrition Supervisor and The Monroe County Purchasing Committee. Any dispute or protest shall be resolved by submitting a written complaint to the Monroe County Board of Education, School Nutrition Department. All disputes will be reviewed and settled by the school nutrition supervisor, director of schools and the Monroe County purchasing committee within thirty (30) days of written notification.

The steps for dispute resolution are as follows:

- A meeting with the school nutrition director, the director of schools, or designee, and the representatives from the disputing party to discuss and resolve the complaint.
- A written letter stating the reasons for the decision will be prepared by the school nutrition director and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
- School cafeterias will be notified that they cannot purchase under this procurement until a final decision is rendered.
- In the event that purchases must be made for school meals before a final decision is rendered, an extension of the current contract will be issued by the school system.

Termination for Cause/Convenience

If the vendor fails to properly perform its obligations under this contract in a timely or proper manner, or if the vendor violates any terms of this contract, the Monroe County Board of Education shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services/products. When mutually agreed upon, the Monroe County Purchasing Committee or the vendor may terminate the contract with forty-five (45) days written notification. In the event the contract is terminated for due cause by the Monroe County Board of Education, the Board shall have the option of awarding the contract to the next lowest bidder or re-bidding again.

Penalties for Termination for Cause/Convenience (Failure to Perform)

- A. Price Adjustment
- B. Buy Against Clause
- C. Termination of Contract
- D. Suspension from Future Bidding

E. Legal Action and Civil Penalties

F. Criminal Action if Appropriate

Contract Termination for Convenience

The Monroe County Board of Education, may, by written notice to the Vendor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System. The school system must give notice of termination to the vendor at least forty-five (45) days prior to the effective date of termination. The vendor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Board of Education be liable to the vendor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Breach of Contract

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

- Failure to provide products or services that conform to contract requirements
- Failure to maintain/submit any report required hereunder
- Failure to perform in full or in part any of the other conditions of the contract
- Violation of any warranty

Actions in Event of a Breach

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

- 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 the contract with notice provided to the vendor.
- 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 Monroe County Board of Education determines that the vendor has cured the breach, shall never be paid to the vendor.
- 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.
- Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

Regulation Compliance

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with the 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.
- Vendors 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.
- Vendors must comply with the "Buy American" provision as outlined in Policy Memorandum 210.21-14.
- The "Buy American" agreement requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note that this rule applies to "Private Labels" as well as other labels. The Monroe County Board of Education requests that vendors denote on their bid document any products that do not meet this requirement by putting an asterisk (*) to the left of the item number on the bid document and listing the item, country of origin and reason why Buy American is not possible on the Buy American waiver.
- All property or services furnished must comply with all applicable Federal, State, and Local Laws, codes and regulations.
- All bidders shall be in compliance with: Executive Order 11246, entitled "Equal Opportunity" as amended by Executive Order 11375 and supplemented in Department of Labor regulations (41.CFR, Part 60); all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40CFR Part 15); the state energy conservation plan.
- All bidders shall be in compliance with: Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Dept. of Labor regulations (29 CFR Part 3). Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- All bidders must have completed full background checks on all drivers/deliverers/or other employees that will be in contact with the school cafeteria sites. Vendors are liable for the cost of the background checks and must be able to submit proof that anyone representing their company has successfully passed a complete background check before coming onto school grounds.
Monroe County Schools make the safety of our students our top priority.

Contracting with small and minority firms, women's business enterprises and labor surplus area firms.

Monroe County will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include, but not limited to the following: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; and assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

Records

Successful Bidder agrees that the School Nutrition Authority, the state agency, the United States Department of Agriculture, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the successful bidder which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

All successful bidders are required to maintain records for three (3) years after the School Food Authority makes final payment and all other pending matters are closed.

If any provision as outlined in this document is not adhered to by the successful bidder, the penalty provision of this contract is applicable.

Code of Conduct

No employee, officer, purchasing committee member or agent of the Board of Education shall participate in selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- The employee, officer or agent
- Any member of the immediate family
- His or her partner
- An organization which employs or is about to employ one of the above.

The Board of Education's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of more than nominal monetary value from vendors, potential vendors, or parties to sub agreements.

The Director of Schools will provide sanctions or other disciplinary actions for violations of these standards by officers, employees, or agents or by the vendor's agents.

References

List the name, address, and period of time services were provided for any other local school systems or organizations for which you provided said goods, for a period greater than one year.

Name: _____ Address: _____
Period of time goods were provided: _____
Contact Person: _____ Contact Phone: _____
Type and Quantity of such goods: _____

Name: _____ Address: _____
Period of time goods were provided: _____
Contact Person: _____ Contact Phone: _____
Type and Quantity of such goods: _____

Name: _____ Address: _____
Period of time goods were provided: _____
Contact Person: _____ Contact Phone: _____
Type and Quantity of such goods: _____

Experience

Business has been in business under its present name since: _____

Location of Sites

Coker Creek Elementary School
130 Ruritan Road
Tellico Plains TN 37385
423-261-2730

Tellico Plains Elementary School
121 Old High School Road
Tellico Plains TN 37385
423-253-3228

Madisonville Intermediate School
1000 Green Road
Madisonville TN 37354
423-442-8067

Tellico Plains High School
9180 Highway 68
Tellico Plains TN 37385
423-253-7005

Madisonville Middle School
175 Oak Grove Road
Madisonville TN
423-442-8949

Tellico Plains Jr High
120 Old High School Rd
Tellico Plains TN 37385
423-253-2250

Madisonville Primary School
268 Warren Street
Madisonville TN 37354
423-442-4910

Vonore Elementary School
1135 Highway 411
Vonore TN 37885
423-884-2149

Rural Vale Elementary School
395 Daugherty Springs Rd
Tellico Plains TN 37385
423-253-6183

Vonore Middle School
414 Hall Street
Vonore TN 37885
423-884-2732

Sequoyah High School
3128 Highway 411
Madisonville TN 37354
423-442-1784

Sweetwater High School
414 South High Street
Sweetwater TN 37874
423-351-9240

2019-2020 School Calendar
MONROE COUNTY SCHOOLS

August 7, 2019: First day of Class. Students dismissed at 10:00 a.m.

August 30, 2019: Staff Development

September 2, 2019: No School—Labor Day

October 7 – 11, 2019: Fall Break

November 1, 2019: Staff Development

November 27 – 29, 2019: Thanksgiving Break

December 20, 2019 – Dismiss at 10:00 a.m.

January 5, 2020 (inclusive): Winter Break

January 6, 2020: Staff Development

January 7, 2020: Students Return

January 20, 2020: Martin Luther King, Jr. Day

February 14, 2020: Staff Development

February 17, 2020: No School—President’s Day

March 23 – 27, 2020: Spring Break

April 10, 2020: Good Friday

May 21, 2020: Administrative Day—Day to Close School

May 22, 2020: Last Day of School. Students dismissed at 10:00 a.m.

BIDDER INFORMATION:

Name of Bidder:

_____ (Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: _____

Business has been in business under its present name since: _____

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in this package.

The above named bidder affirms and declares:

1. That the bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid/Proposal or in the contract proposed to be entered into.
2. That this Bid/Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That the bidder is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

BIDDER: _____

BY: _____
(Authorized Signature in Ink)

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE SIGNED: _____

PHONE NUMBER OF SIGNER: _____

ALL VENDORS MUST SUBMIT A W-9 FORM WITH THEIR BID RESPONSE

Milk, Juice and Dairy Products-All companies must bid October 2019 prices

10/7/2019 7:56 AM

Category Name	Prod#	Description	Description2	Unit	Size	Usage	Case Price	Unit Price	Brand Name	Comments
Refrigerated-Milk		Stawberry -Fat Free	Paper	cs	half-pint	60,350				
Refrigerated-Milk		Chocolate-Fat Free	Paper	cs	half-pint	493,100				
Refrigerated-Milk		Vanilla-Fat Free	Paper	cs	half-pint	1,000				
Refrigerated-Milk		White 1% Lowfat	Paper	cs	half-pint	126,856				
Refrigerated-Milk		White, Skim F/F	Paper	cs	half-pint	2,200				
Refrigerated-Milk		Orange Juice 100%	Paper	cs	half-pint	98,655				
Refrigerated-Milk		Orange Juice, 100%	Paper	cs	4 oz.	26,375				

Alacarte Items

Refrigerated-Milk		Milk, 2% Low Fat		gallon		71				
Refrigerated-Milk		Buttermilk, Low Fat		half-gallon		1,680				
Refrigerated-Milk		Buttermilk, Low Fat		gallon		156				
Refrigerated-Milk		Cottage Cheese-Lowfat		5 lb		580				
Refrigerated-Milk		Sour Cream		5 lb		437				

2018-2019 Estimated Sub Total

*Please be sure to put in Product Code#

Add Additional Items Here (or attach a separate paper bid sheet):

Authorization & Signature:

Title:

Name of Business:

Address:

BEVERAGES

Date: 10/7/2019 7:55 AM

Category Name	Prod#	Description	Size	Unit	Usage	Case Price	Unit Price	Unit Price	Brand Name	Comments
Beverages		Water	16oz-20 oz	CS	2,328					
Beverages		Water	8oz-10 oz	CS	100					
Beverages		Water-Flavored (No Calorie)	16oz-20 oz	CS	100					*High Schools Only
Beverages		100% Fruit Juice-All Flavors	8 oz	CS	168					*High Schools Only
Beverages		Sport Drinks (No Calorie)-All Flavors	20 oz	CS	313					*High Schools Only
Beverages		Carbonated Soft Drinks-Diet-All Flavors	12 oz can	CS	7,920					*High Schools Only
Beverages		Carbonated Soft Drinks-Diet-All Flavors	20 oz bottle	CS	80					*High Schools Only
Beverages		Tea-Unsweet w/artificial sweetner	16oz-20 oz	CS	100					*High Schools Only
		Total:								

*Please be sure to put in Product Code#

Add Additional Items Here (or attach a separate paper bid sheet):

Authorization & Signature:

Title:

Name of Business:

Address: