

Roane County is inviting sealed bids for the good(s) and/or service(s) listed below, subject to the terms and conditions of the Invitation to Bid, the accompanying specifications, and the Roane County Purchasing Manual.

At the appointed time bids will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Bids arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Bids To:
ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763

Bid Number: 2017-8017-143
ICE CREAM FOR SCHOOLS

Open Date & Time: JUNE 22, 2017 at 2:00 p.m. (Eastern Time Zone)

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

PURCHASING CONTACT INFORMATION

Lynn Farnham, Purchasing Agent
Phone: 865-376-4317
Fax: 865-376-4318
Email: lfarnham@roanegov.org

Cooperative Purchasing - 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 the approval of Cooperative Purchasing.

Yes No

Vendors are to provide two (2) copies of the bid being submitted. Any costs associated with the preparation or delivery of the bid is at the Vendor's cost with no cost to Roane County.

Vendor Name _____

Terms & Conditions – In the event there is a discrepancy between the general conditions and the special terms and conditions for School Nutrition, the terms and conditions for School Nutrition will supersede the general terms and conditions.

BID PREPARATION & SUBMISSION

1. Bidders are expected to examine any drawings, specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this bid. Failure to do so will be at the bidder's risk.
2. The total bottom line cost will be determined by multiplying each item bid price times the quantity requested and adding the extended dollar figures.
3. All bids shall be in accordance with the instructions to bidders and specifications included in this ITB. Specifications are intended to be open and non-restrictive.
4. All columns of the bid document must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.
5. All bids must meet or exceed the enclosed specifications. Bidder must indicate the manufacturer's name and model number offered. If bidder fails to provide this information, and an award is made, then the bidder shall supply the item(s) as specified. All items supplied by the successful bidder shall be new and unused and meet all OSHA standards. Items delivered not meeting these requirements shall be subject to return and replaced at no additional cost to Roane County. Any exceptions to the specifications must be clearly noted, documented and have prior approval to be submitted as an approved alternate.
6. The use of the name of a manufacturer, brand, model or make used in describing an item does not restrict the bidder to that manufacturer. Others will be considered if they meet or exceed the items specified. When an alternate manufacturer, brand, model or make will be bid, five (5) days prior to the bid the bidder must submit documents to the Purchasing Agent, for evaluation of the product. Roane County will determine if the item does meet or exceed the item as specified.
7. It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted to the Purchasing Department as described below.
8. Delivery charges are to be prepaid and included in the bid pricing.
9. All original forms must be signed by a person with authority to bind the bid. The bid must be sealed in an envelope that is labeled according to the directions stated below.
10. On the outside of the envelope/package mark the bid as follows:
 - Vendor Name & Address
 - Bid Number
 - Bid Date & Time
11. The bid must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.

12. Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed bid documents will not be accepted.

LATE RECEIPT OF THE BID

1. The bid and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the bidder has no responsibility. Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.
2. Bids must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee determines the time is 2:00 p.m., no other bids will be accepted.

BID PERIOD

1. Unless otherwise noted in the bid specifications, the contract will be awarded for the period of one (1) year from the date of bid opening. Roane County reserves the right to purchase additional items against this bid on an "as needed" basis if pricing remains the same. This does not apply to bids with options of renewal.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Agent 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.
2. Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.
3. Any questions concerning this Invitation to Bid are to be faxed to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

BID OPENING & AWARD

1. Only the bottom line figure will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.
2. Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening may not be corrected, and the bidder may be bound to honor bid as submitted. After investigation of the nature of the mistake, the Purchasing Agent may allow the bid to be withdrawn.

3. The contract will be awarded in writing to the most responsive bidder whose bid conforms best to the Invitation to Bid will be most advantageous to Roane County. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
4. Roane County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in the bids received.
5. Roane County reserves the right to award the bid in its entirety or to divide the award in any way that will be more advantageous to the county.
6. Bid results will be posted on the County's website along with the bid tabulation.

PROTEST PROCEDURE

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

APPROPRIATION

1. In the event no funds are appropriated by Roane 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.

VENDOR QUALIFICATION

1. 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
2. A potential bidder may be rejected for one or more of the following reason:
 - Inadequate or unacceptable product lines
 - Bidding remanufactured or reconditioned items
 - Bidding alternate to approved item without notice prior to bid opening
 - Documented unacceptable product

INSURANCE

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

1. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

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

BUSINESS LICENSES

1. Bidders located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee.
2. A Business Tax & License Affidavit is required to be submitted with the bid.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bid.
3. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the county for excess costs incurred by such a purchase.
4. Reasons for product rejection may be any one of the following:
 - Quality
 - Price
 - Serviceability of item (damage)
 - Product does not meet bid specifications

BREACH OF CONTRACT

1. 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.

CONTRACT TERMINATION FOR CAUSE

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

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor 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.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

DELIVERY

1. All items included in this Invitation to Bid is to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to replace any damaged components or equipment at no charge.
2. Roane County shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense.

INSPECTION AND ACCEPTANCE

1. Warranty periods shall not commence until Roane County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Roane County. Roane County reserves the right to reject any or all items or services not in conformance with applicable specifications, and contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Invitation to Bid, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services.

The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

**SPECIFIC TERMS & CONDITIONS FOR SCHOOL NUTRITION
SPRING 2017**

REGULATION COMPLIANCE

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.360-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141- 3148 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141- 3144 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701- 3708 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C.3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The

requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401- 7671q 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251- 1387 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401- 7671q 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251- 1387 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

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

(K) It is the intent of Roane County to involve and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunities to do business with the county. However, currently there are no set asides for small or minority firms.

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

BUY AMERICAN REQUIREMENT

This School Food Authority participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). **Note that products must be both produced and processed in the U.S.**

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the “Buy American Certification Form” and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to the Supervisor of School Nutrition, 105 Bluff Road, Kingston, TN, 37763. This request should be sent at least 3 days in advance of delivery.

Failure to complete and sign the Buy American Certification Form and include it with the bid response may be considered a non-responsive bid.

If the bidder ships items that have not been approved by the SFA during the contract period, the non-compliance may be addressed as a breach of contract.

BID PREPARATION

- Each bidder should bid on all items listed in the bid document in Group A. Unit prices must be provided for all bid items listed in this group. All bidders must submit one price for each item bid. The total bottom line cost will be determined by multiplying each item bid price times the estimated usage figure and adding the extended dollar figures for Group A. Fractional pricing up to four (4) decimal places is acceptable. Conversions will be made for differences in pack size for line items as needed. In the event that a vendor fails to quote a price on an item, that item may be dropped from the bottom line calculation for all vendors. If there are additional Smart Snack compliant items available these should be listed in the Group B section.
- Estimated usages are given for each item. Estimated usage is shown as servings for ice cream units, not cases. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year’s purchases and are estimated for the bid period. For new/never used item’s estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase.
- If requested by Roane County Schools a frozen ice cream box will be provided at no cost, by school location according to volume of product purchased by that school.

NUTRITION INFORMATION

- All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive. A copy or CD of the Nutrition Facts label and ingredient statement must be included with the bid by the vendor. If bidder fails to provide required information with the bid submission or the information is inadequate or inaccurate, this may be grounds for the bid to be deemed non-responsive and not be evaluated for award.
- All nutrition standards regulations and policy memos that guide our implementation of the Healthy, Hunger-Free Kids Act are located at the following link:
<http://www.fns.usda.gov/cnd/Governance/Legislation/nutritionstandards.htm>
In addition all ice cream/frozen treat products must meet the regulations and qualify as Smart Snack Compliant. The information for Smart Snacks is located at the following link:
<https://www.fns.usda.gov/healthierschoolday/tools-schools-focusing-smart-snacks>
- As regulations change, additional information will be posted there. All School Nutrition Program operators are required to follow regulations in place at time of purchase. As those regulations change, there may be a need to revise product requirements. Roane County School Nutrition reserves the right to delete or add products to comply with or to enhance the meal pattern regulations. Any items added must be priced according to the pricing structure specified in the bid conditions.

BID AWARD

Only the bottom line figure in Group A will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document. The contract will be awarded in writing to the responsive and responsible bidder whose bid is the lowest cost for the system by total bottom line in Group A.

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Roane County Purchasing Department no later than 7 days from the date of the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution are as follows:

- A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
- Information from the aforementioned meeting will be forwarded to the County Attorney for review.
- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

BID RENEWAL

Roane County intends to enter into a contract with an effective period of July 1, 2017 to June 30, 2018. This contract period may be renewed at 1 year intervals for up to four additional years. Roane County reserve(s) the right to add/or delete products during the contract period. Pricing for added products will be based on a comparison of pricing offered by vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing.

Roane County will consider renewals of this contract with price re-determination no less than 60 days before expiration of the contract. A request for renewal will be sent to contracted vendor. Any items on the bid that were not subject to automatic escalation/de-escalation can be re-determined. If the vendor desires to renew the contract AND wishes to re-determine bid prices they must notify Roane County in writing within ten (10) days of receiving the request. The vendor should return the signed request for renewal accompanied by a petition for price increases and/or decreases. The total projected cost of price increases and decreases multiplied by the projected usage for each item cannot exceed the percent change in the Consumer Price Index – All Urban consumers, U.S. Food and Beverages from most current month posted as compared to the previous June. A calculation will determine the percent change at time of price increase request and no price increases above this percent will be allowed. If price changes are rejected, the district may allow the vendor to revisit the price increase petition or opt to discontinue purchasing any items that drove the price increase to be too high.

ORDERS AND DELIVERY

- An ordering system will be developed between Roane County Schools and the successful vendor. The method by which the School Nutrition manager will place weekly orders will be determined by the vendor's system for on-line ordering, call in ordering, etc.
- A delivery schedule for each school will be arranged with Roane County Schools and the successful vendor. Upon mutual agreement of this schedule, the vendor will provide the schedule for all school deliveries to the Supervisor of School Nutrition.
- Deliveries shall be made to the school Monday thru Friday between the hours of 6:30 a.m. and 1:30 p.m. Exceptions to this time frame must be approved on a case by case basis by **Roane County Schools**. Roane County Schools deliveries shall **NOT** be made after 1:30 p.m. Managers will not be expected to extend working hours to receive late deliveries!
- Products must be delivered inside the cafeteria/food preparation area and placed in the ice cream freezer. Product shall be rotated with older product being pulled to the front and newer product to the back or bottom of the freezer. The manager or designee will check the items delivered against the bid pricing sheet, requisition/purchase order and invoice at the time of delivery with both the manager or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods.
- Delivery schedules will be altered to meet holiday and inclement weather schedules. Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and the successful vendor. The calendar for the school year is included in the bid packet. Adjustments for inclement weather, national or local emergencies will include each school utilizing any product delivered prior to the school closing. The system will notify the vendor as soon as possible about necessary delivery delays.
- Each School Nutrition Program reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition, and suitable for hauling of all items.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.

VENDOR PERFORMANCE

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

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

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

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

Breach

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

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

School System Actions in event of a breach

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

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

CONTRACT TERMINATION FOR CAUSE

If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the School District shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

In the event the contract is terminated for due cause by the System, the System shall have the option of awarding the contract to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

The School District 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 thirty (30) calendar days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have

no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

INVOICES, STATEMENTS AND PAYMENTS

- All monthly statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH.
- Two (2) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee; show purchase order number (if needed), item description, quantity, and price of each item delivered and total amount of the order. **Unsigned invoices will not be paid.** If an item must be returned or is rejected, the invoice must be signed by the manager or designee and the person delivering.
- At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to the following addresses:

**Roane County School Nutrition
105 Bluff Road
Kingston, Tennessee 37763**

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

REPORTS

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

RECORDS

All vendors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Vendors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Vendor 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.

CODE OF CONDUCT

Regulations: 2CFR Part 200.318, State Procurement Code and Regulations, Roane County Department of Purchasing

The Roane County School District seeks to conduct all procurement procedures in compliance with stated regulations and to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

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

The officers, employees and agents of the non-Federal entity may neither solicit not accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Penalties for violation of the code of conduct of named School Nutrition Program should be: reprimand or dismissal by the Director of Schools and the Board of Education, and/or any legal action necessary.

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:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Buy American Certification

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

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

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

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of specified item	Price of alternative item
	Limited or lack of availability	Price			

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

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

Vendor Certification

_____ *Authorized signature*

_____ *Date*

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion – Lower Tier Covered Transaction

(BEFORE COMPLETING CERTIFICATION READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Form AD-1048 (1/92)

FMSC Guidance for SFAs – June 1995
Appendix E – Debarment/Suspension

Instructions for Certification

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

Form AD-1048 (1/92)

FSMC Guidance for SFAs – June 1995

Appendix E – Debarment/Suspension

**2017-8017-143 – ICE CREAM FOR SCHOOLS
VENDOR INFORMATION SHEET**

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

COOPERATIVE PURCHASING - 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 the approval of Cooperative Purchasing.

_____ Yes _____ No

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

_____ Yes _____ No

**2017-8017-143 – ICE CREAM FOR SCHOOLS
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

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

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

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

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

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

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

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

_____ African American Owned
_____ Caucasian Owned
_____ Native American Owned
_____ Other Owned

_____ Asian Owned
_____ Hispanic Owned
_____ Woman Owned

Signature

Title

**2017-8017-143 – ICE CREAM FOR SCHOOLS
BUSINESS TAX & LICENSE AFFIDAVIT**

Please sign the affidavit below stating that your company does have a Business License and that your Business Taxes are current. Companies located outside the State of Tennessee are required to have a Business License in Tennessee.

The undersigned states that he/she has legal authority to swear this on behalf of _____ (Vendor); and that Vendor is not in any manner in violation of *Tennessee Code Annotated, §5-14-108(l)* which provides that “no purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent”.

Affiant affirms and warrants that Contractor’s licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ County, Tennessee.

VENDOR

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

**Roane County Schools
School Calendar
2017-2018**

FIRST SEMESTER		
August 7, 2017	Monday	In Service Day (Required)
August 9, 2017	Wednesday	Classes Begin, ½ Day for Students, Full Day for Teachers
August 10, 2017	Thursday	Administrative Day
August 11, 2017	Friday	First Full Day of Classes
September 4, 2017	Monday	Labor Day Holiday
October 9, 2017	Monday	In-Service Day (Optional)
October 10-13, 2017	Tuesday-Friday	Fall Break
October 16, 2017	Monday	Classes Resume
November 22-24, 2017	Wednesday-Friday	Thanksgiving Holiday
December 20, 2017	Wednesday	End of 1 st Semester, ½ Day for Students, Full Day for Teachers
Dec. 21 – Jan. 2, 2018		Mid Year Break
86 Student Days – 1st Semester		

SECOND SEMESTER		
January 3, 2018	Wednesday	Staff Development
January 4, 2018	Thursday	Classes Resume
January 15, 2018	Monday	Dr. Martin Luther King, Jr. Day Holiday
February 16, 2018	Friday	Staff Development
February 19, 2018	Monday	Presidents' Day/In-Service Day (Optional)
March 12-16, 2018	Monday-Friday	Spring Break
March 19, 2018	Monday	Classes Resume
March 30, 2018	Friday	Good Friday Holiday
May 24, 2018	Thursday	End of 2 nd Semester, ½ Day for Students, Full Day for Teachers
May 25, 2018	Friday	Administrative Day
May 29, 2018	Tuesday	In-Service (Required)
94 Student Days – 2nd Semester		

**Roane County Schools
2017-2018**

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

