



Robertson County Tennessee  
*Jody Stewart, Finance Director*  
*Finance Department*  
523 South Brown Street, Springfield, TN 37172  
(615) 384-0202 Fax (615) 384-0237

MAIL DATE: **5/7/2015**

**Milk & Milk Products**

Sealed bids must be received by: **5/26/2015 at 10:00 AM**

Robertson County Finance Office  
523 South Brown Street  
Springfield, TN 37172

**THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1296 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."**

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. For this bid only, in addition to a sealed, hard copy bid, vendors are requested to also respond electronically through Interflex.com's Bid Advantage for Schools as instructed in the bid specifications. Submission of bids by any other means is strictly prohibited. Any brand name called for the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

For assistance with technical / product information contact Patsi Gregory, Director, Schools - Nutrition at (615)384-7280. For assistance with bid procedures contact Cheryl Moon, Robertson County Finance Office at (615) 384-0202 or by email: [cherylrcf@comcast.net](mailto:cherylrcf@comcast.net).

**Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.**

**ROBERTSON COUNTY SCHOOLS  
SCHOOL NUTRITION PROGRAM  
Milk BID  
SY 2015-16**

**GENERAL**

The Robertson County School District requests price quotes to be submitted on individual items specified on the attached sheets. All items should be priced according to the pricing structure contained in this document. All of the items are to be purchased by and used in the School Nutrition Program.

The objective of this invitation to bid is to select one primary Milk supplier for all milk/milk products. This bid is being requested to select the supplier in such a manner as to provide for open and free competition and comparability.

The Robertson County School Nutrition Program agrees to use the designated contract distributor as the primary source for all milk/milk product items and services as listed herein as well as for comparable substitutes.

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.

**BID PERIOD**

The bid period begins July 1, 2015 and ends June 30, 2016.

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.

Upon award of the bid, this document serves as a contract for service. All conditions stipulated here are considered binding upon the winning bidder. A bidder's signature on the bid sheet is considered binding.

**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

## **BID AWARD**

Robertson County is using the Interflex BidAdvantage Program to complete the Bid Specifications/Item Descriptions. The information is provided in these bid conditions for making contact with the Interflex BidAdvantage Program. The contact person's name is Emily Lessig. The Interflex BidAdvantage Program's web address is: <https://bidadvantage.interflex.net>

BidAdvantage is a free online tool that allows you to respond to bid opportunities from K-12 schools and cooperatives. The system is available 24 hours per day and uses the latest SSL security technology. If you need help setting up an Interflex profile (username/password) or need technical assistance at any time while responding to this bid, please contact Interflex at (800)293-2909 ext. 222 or email [ellessig@interflex.net](mailto:ellessig@interflex.net).

Weekly webinar training sessions are available for vendors. These free webinar will provide a walkthrough of the Interflex BidAdvantage system and allow you to ask questions. You can register for one of these webinars here: <https://attendee.gototraining.com/rt/774039956402703873>.

In addition to responding to the bid electronically through Interflex, you are also required to return a printed hard-copy of all bid information and bid documents to Robertson County Finance Office Attn: Cheryl Moon, Purchasing Agent, 523 S. Brown Street, Springfield, TN 37172.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The contract will be awarded in writing to the responsive and responsible vendor whose bid is the lowest bottom line cost. It is the intent of the Robertson County Board of Education to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the School Nutrition Programs. Regardless of the procurement method used, price is the final determining factor for awarding the contract.

Robertson County reserves the right to accept or reject any or all bids. All bidders will be notified in writing of the bid award within 14 days of bid opening.

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Jody Stewart, Robertson County Finance Director, hearing official, no later than 10 days after the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution are as follows:

1. A meeting with the School Nutrition Director participating in the bid, the hearing official and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official 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.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.

4. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.

## **BID RENEWAL**

The Robertson County Board of Education reserves the right to renew all aspects of the bid one year at a time for an additional four (4) years, contingent upon availability of future appropriations. If a firm bid is awarded, the renewal would be a firm price for the entire school year. If an escalation bid is renewed then the bid would continue as an escalation bid. Hopefully there would be no price increase, but if there is a price increase it must be based only on the Federal Milk Market Order for raw milk at the time of bid renewal. The Robertson County Board of Education reserves the right to add/or delete products during the contract period. Pricing for added products will be based on a comparison of pricing offered by vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. The Robertson County Board of Education will notify the contractor of their intention to renew this contract no later than April 15<sup>th</sup> of each year. A written response will be due from the contractor no later than April 30<sup>th</sup> of each year.

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

## **BID PREPARATION**

**Robertson County is bidding both a firm fixed price and an escalation/descalation price. After the bid analysis the decision will be made on which bid basis to award: firm fixed basis or escalation/descalation basis.**

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

Or

On firm-fixed pricing, all bidders must hold pricing for fluid milk products and all additional products for the length of the bid period. Price increases and or price decreases will only be considered at bid renewal intervals.

Each bidder should bid on all items listed in the bid document. The total bottom line cost will be determined by multiplying each item bid price times the estimated usage figure and adding the extended dollar figures. In the event a vendor fails to quote a price on an item, the highest price for that item from all bids received will be inserted to calculate the bottom line price. Robertson County School Nutrition will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive. A copy of the Nutrition Facts label and ingredient statement should be included with the bid.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. For new/never used item's estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase.

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

Mathematical calculations involving decimals must be carried to two (2) places.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall at once request clarification from Patsi B. Gregory, Supervisor, School Nutrition Program, 615-384-7280, or email [patsi.gregory@rcstn.net](mailto:patsi.gregory@rcstn.net).

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by May 26, 2015, to Interflex Bid Advantage, and by hard-copy as indicated herein. Item cost must include delivery to schools.

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

Mark Bid:

**BID: Milk/Milk Products**  
**ATTENTION: School Nutrition Program**

The bid must then be mailed or delivered to the following address:

Mail Sealed Bid to: Robertson County Finance Office  
Attn: Cheryl Moon, Purchasing Agent  
523 South Brown Street  
Springfield, TN 37172

## **ORDERS**

Orders will be available at each school on Monday of each week for the following week's delivery.

## **DELIVERY**

- Deliveries shall be made to all twenty (20) schools in Robertson County Monday thru Friday between the hours of 6:30 a.m. and 2:00 p.m. Exceptions to this time frame must be approved on a case by case basis by the School Nutrition Director. Deliveries shall **NOT** be made after 2:00 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. The manager or designee will check the items delivered against the requisition/purchase order and invoice at the time of delivery with both the manager or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods.
- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged, stale, or out of date, at no charge.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- The School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- Delivery schedules will be altered to meet holiday and inclement weather schedules. Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and the successful contractor. 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 if possible. 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, Robertson County 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 may owe to the Vendor any damages the School System 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(s) shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

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

## **INVOICES AND STATEMENTS**

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

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, 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:

**Robertson County School Nutrition Program  
800 M.S. Coats Boulevard, Suite 1  
Springfield, TN 37172**

## **PAYMENTS**

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

All schools serviced under this contract are tax exempt.

## **BUY AMERICAN REQUIREMENT**

The “Buy American Requirement” requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note this rule applies to “Private Labels” as well as other labels. The legislation defines “domestic commodity or product” as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This system requests that vendors denote on their bid document 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.

## **REGULATION COMPLIANCE**

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).



- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- Bidders must comply with the “Buy American” provision as outlined in Policy Memorandum 210. 21-14.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.
- 7 CFR 3016.4(b), 3016.36(c), Local Geographical Preferences. Local geographical preferences shall be prohibited as specified in 7CFR Part 3016, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- Food, Drug, and Cosmetic Act, 1938, amended 1990, 21 CFR Part 100; Nutrition Labeling and Education Act of 1990; and the Agricultural Marketing Act 1953, amended 1957. The vendor will responsibly supply goods for the Robertson County Board of Education members meeting the listed regulations meeting standards of identity, quality and fill; grades of foods; and product definition.
- Discovery Rights: After purchasing your product the Robertson County School Nutrition Program will be the sole user. The Robertson County School Nutrition Program will respect the patent and copyright of your product and will not share with any other entity.

## **RECORDS**

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

## **REPORTS**

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

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

## **CODE OF CONDUCT**

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

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

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

- a. The employee, officer or agent
- b. Any member of the immediate family
- c. His or her partner

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

## **REQUIRED FORMS**

The included forms that **must** be returned as part of the bid package to the Robertson County Finance Department, Attn: Cheryl Moon, Purchasing Agent, are:

- (A) Certification Regarding Debarment.
- (B) Certification Regarding Lobbying.
- (C) Certification Regarding Buy American (if applicable): NOTE: ALL ITEMS INCLUDING SPICES, YEAST, and ETC. MUST BE LISTED ON THE BUY AMERICAN WAIVER IF THEY ARE NOT PRODUCTS (MADE AND MANUFACTURED) IN THE UNITED STATES. The prices of the domestic and non-domestic like products must be stated on the Buy American Wavier Form.
- (D) On Interflex BidAdvantage System actual Bid and Quote Documentation (on included form)
- (E) Contract Agreement Form
- (F) Nutrition documentation including manufacturers' sheets/CN Labels, nutrition labels, and ingredient lists.
- (G) Vendor Guarantees, warranties, etc.
- (H) Early Payment Discount Bid Form
- (I) Equal Opportunity Employee Act of 1975
- (J) Non-Collusion Affidavit
- (K) Certification of Independent Price Determination
- (L) Bid Response by Authorized Personnel

**NOTE:** A copy of the Nutrition Facts label and ingredient statement should be included with the bid.

**Please respond to this bid electronically through Interflex by uploading your responses to all items you are bidding on as well as uploading all supporting bid documentation.**

**In addition to responding to the bid electronically through Interflex, you are also required to return a printed hard-copy of all bid information and bid documents to Robertson County Finance Office Attn: Cheryl Moon, Purchasing Agent, 523 S. Brown Street, Springfield, TN 37172.**

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

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

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

“USDA is an equal opportunity provider and employer.”

**MILK/MILK PRODUCTS BID**  
**BIDS DUE May 26, 2015**  
**10:00 a.m. CST**  
**BIDS OPENED AT 10:00 a.m. CST**

COMPANY: \_\_\_\_\_

THE UNDERSIGNED HEREBY PROPOSES AND AGREES TO FURNISH AND DELIVER THE GOODS OR SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS, SPECIFICATIONS AND PRICES HEREIN QUOTED. DISCOUNTS SHOULD BE CALCULATED ON A MINIMUM 10 DAY PAYABLE.

TERMS: \_\_\_\_\_ DAYS

COMPANY NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE IN INK

PRINTED OR TYPEWRITTEN NAME

TITLE/POSITION: \_\_\_\_\_

REPRESENTATIVE

**BID NOT ACCEPTABLE UNLESS SIGNED BY MANUFACTURER MEMBER OR AUTHORIZED OFFICER.**

**DO NOT USE PENCIL – CORRECTIONS MUST BE INITIALIZED.**

**All forms and General Bid Conditions must be enclosed in a sealed envelope. Indicate the bid category. Example: Milk/Milk Products Bid for Robertson County School Nutrition on the envelope. Fax bids will not be accepted. The Bid Specifications/Item Descriptions must be submitted to Interflex BidAdvantage.**

**CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS**

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

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

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

1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
2. Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product. **If the supplier offers a Non-American product due to the fact that he/she feels the cost of the domestic product is significantly higher, then the supplier MUST list a price for the domestic product as well as a price for the Non-American product in the table below.**

**Requested Wavier Items**

Product Description	Vendor Item #	American Price	Non-American Price	Reason for Wavier Request Indicate #1 or #2

*\*use additional pages if needed*

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

**Date:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_ **Completed by:** \_\_\_\_\_

**ROBERTSON COUNTY SCHOOL NUTRITION PROGRAM  
CONTRACT AGREEMENT**

May 26, 2015

The undersigned proposes to furnish the attached items at the prices quoted as per specifications and samples to the Sumner County School Nutrition Department, if awarded the bid. We guarantee the items to be as specified and that delivery will be made in the presence of the School Nutrition Manager or her designee so that quantities may be verified and checked. We affirm that no Sumner County Board Member or Employee will receive a gift or other things of value as a result of this order.

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

Milk/Milk Products \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Officer or Agent

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Date

**Certificate of Independent Price Determination**

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each part thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) no attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, and offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and he or she has not participated, and will not participate, in any action contrary to (A)(3) above; or
- (2) he or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such person have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3).

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Signature of Vendor's Authorized Representative

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Title

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Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may jeopardized the independence of the offer referred to above.

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Signature of Vendor's Authorized Representative

**EQUAL OPPORTUNITY EMPLOYEE ACT OF 1975**

The Sumner County Public School District is in firm support of the provisions of the Equal Opportunity Act of 1975. We, therefore, must be assured by the successful manufacturer in this bid that he/she is an equal opportunity employer according to the provisions of the act. We, therefore, require the following certification by each successful bidder as part of the contract documents:

**CERTIFICATE**

I/We hereby certify that the \_\_\_\_\_

\_\_\_\_\_

is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request of the School Nutrition Department of the Sumner County Public School District, we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1975.

\_\_\_\_\_  
Owner or Officer of Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

(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 statement in this Certification, such prospective participant shall attach an explanation to this proposal.**

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Organization Name

Bid Number

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

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Signature(s)

Date

## Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definition 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 Voluntarily Exclusion – Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 with 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 transaction 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.

**THIS DATA CURRENT AS OF THE FEDERAL REGISTER DATED  
FEBRUARY 25, 2002**

**7 CFR – CHAPTER XXX – PART 3018**

[View Part](#)

**Appendix A to Part 3018 – Certification Regarding Lobbying  
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<http://www.access.gpo.gov/ecfr>

## CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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FNS Grant/Cooperative Agreement

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature



# Early Payment Discount Bid Form

**YOU MUST RETURN THIS COMPLETED FORM WITH YOUR BID. THIS WILL INDICATE THAT YOU UNDERSTAND AND WILL COMPLY WITH THE DISCOUNTS IF APPLICABLE. YOU DO NOT HAVE TO OFFER ANY DISCOUNT FOR EARLY PAYMENT, BUT YOU MUST INDICATE “NO DISCOUNT GIVEN” ON THIS FORM.**

**Amount of Discount Given if Invoices are paid in less than 30 days.**

\_\_\_\_\_  
**Amount**

**NO DISCOUNT GIVEN**

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
REPRESENTATIVE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
DATE

**Robertson County, Tennessee  
NON-COLLUSION AFFIDAVIT**

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

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**Authorized Signature, Title (Owner/ Corporate Officer)**

**Date**

**Printed Name:** \_\_\_\_\_

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**Company Name**

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**Mailing Address**

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**Telephone No.**

**Fax No.**

**ROBERTSON COUNTY SCHOOL NUTRITION PROGRAM  
DIRECTORY OF CAFETERIAS**

**Bransford Elementary**

Address: 700 Bransford Drive, Springfield, TN 37172  
37172  
Phone/Fax:615-384-0243

**Cheatham Park Elementary**

Address: 301 Locust Street, Springfield, TN 37172  
Phone/Fax: 615-384-0244

**Coopertown Elementary**

Address: 3746 HWY 49 West, Springfield, TN 37172  
Phone/Fax: 615-384-3509

**Coopertown Middle**

Address: 3820 HWY 49 West, Springfield, TN 37172  
Phone/Fax: 615-382-0697

**Crestview Elementary**

Address: 1160 Jaden Gavin Drive, Springfield, TN 37172  
Phone/Fax: New School for 2015-2016 SY

**East Robertson Elementary**

Address: 5177 East Robertson Road, Cross Plains, TN 37049  
Phone/Fax: 615-654-4725

**East Robertson High**

Address: 158 Kilgore Trace, Cross Plains, TN 37049  
Phone/Fax: 615-654-4727

**Greenbrier Elementary**

Address: 2658 HWY 41 South, Greenbrier, TN 37073  
Phone/Fax: 615-643-2827

**Greenbrier High**

Address: 126 Cuniff Drive, Greenbrier, TN 37073  
Phone/Fax: 615-643-5043

**Greenbrier Middle**

Address: 2450 HWY 41 South, Greenbrier, TN 37073  
Phone/Fax: 615-643-1555

**Jo Byrns Elementary School**

Address: 6399 HWY 41 North, Cedar Hill, TN 37032  
Phone/Fax: 615-696-2973

**Jo Byrns High School**

Address: 7025 HWY 41 North, Cedar Hill, TN 37032  
Phone/Fax: 615-696-3073

**Krisle Elementary**

Address: 6712 HWY 49 West, Springfield, TN 37172  
Phone/Fax: 615-382-8051

**Robert F. Woodall Elementary**

Address: 300 Eden Way Drive, White House, TN 37188  
Phone/Fax: 615-672-8931

**Springfield High**

Address: 5240 HWY 76 East, Springfield, TN 37172  
Phone:615-382-3111/Fax:615-384-0239

**Springfield Middle**

Address: 715 5th Avenue West, Springfield, TN  
Phone/Fax: 615-384-9761

**Watauga Elementary**

Address: 1755 Lake Road, Ridgetop, TN 37152  
Phone/Fax:615-859-2694

**Westside Elementary**

Address: 309 Alsup Drive, Springfield, TN 37172  
Phone/Fax: 615-382-2327

**White House Heritage Elementary**

Address: 220 West Drive, White House, TN 37188  
Phone/Fax: 615-672-4684

**White House Heritage High**

Address: 7744 HWY 76 East, White House, TN 7188  
Phone/Fax: 615-672-3736