



**HAMILTON COUNTY SCHOOLS
SCHOOL NUTRITION PROGRAM**

INVITATION TO BID

FOR

COMMODITY PROCESSING FOR SY 2022-2023

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HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
February 03, 2022

Bid File 22-22

INVITATION TO BID

COMMODITY PROCESSING FOR SCHOOL NUTRITION DEPT 2022-2023 SY

A sealed envelope containing the bid must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. In the lower left corner of the envelope, print your company name, the Bid File Number and the time and date of opening. Bidder must provide "original" Bid, one (1) "copy" and one "USB Flash Drive" in one (1) sealed envelope. All bids will be opened publicly. Bid documents may be secured from the Purchasing Department at the above address and on our website at www.hcde.org via vendor registry.

Bid must be received in the Purchasing Department prior to the designated time for bid opening. Bids received after the designated time of opening will be considered late and shall be considered Non-Responsive. Bid opening date: March 02, 2022 at 1:30 pm. in the Purchasing Department.

Bidder _____
(Company Name)

(Company Address)

(Contact Name/Phone Number)

HAMILTON COUNTY DEPARTMENT OF EDUCATION
 3074 Hickory Valley Road
 Chattanooga, Tennessee 37421
 (423) 498-7030
 February 03, 2022

Note: Throughout this document the terms Proposer, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the words terms, quote, bid, proposal are used interchangeably and refer to the submission in response to any solicitation. Hamilton County Schools, HCDE, Hamilton County Department of Education, The District will be used interchangeably. SNP stands for School Nutrition Program.

Sealed bids are to be addressed to the attention of: Denise Ellison, Hamilton County Board of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. The bid will be opened March 02, 2022 at 1:30 pm. in the Purchasing Department at which time they will be opened and read publicly. Any bid received after the scheduled closing time for receipt of such bid will not be considered.

The District is looking for the most responsive and responsible vendor that meet all specifications as written in the "Product" column of the table on pages 17-19, to process USDA Commodity for the School Year 2022-2023.

- 1. Anticipated Procurement Schedule-** The following is an anticipated timetable for the procurement process. HCS reserves the right to adjust the schedule, as it deems necessary. In the event significant adjustments are necessary, all affected parties will be notified. All times are for the Eastern Time Zone (ET).

#	EVENT	DATE	TIME
1	Commodity Bid # 22-22 Posted in Vendorregistry.com	3-Feb-22	3:00pm
2	Request for Pre-approvals		
	Receipt of CN Labels, nutritional information and Products Sheets	23-Feb-22	4:30pm
	Receipt of sample item	25-Feb-22	3:30pm
3	Deadline to submit bids	2-Mar-22	1:30pm
4	Bid will be presented to the Board for approval	21-Apr-22	5:30pm

- 2. Ship and Deliver** - All processed commodities are delivered to the State Commodity Distributor for the area. All food must be delivered under the best possible sanitary conditions in accordance with local, State of Tennessee and Federal Pure Food Laws and Health Regulations.
- 3. Quality and Guarantee** - All commodities for which bids are submitted shall be of the quality and grade specified. Each bid must be accompanied with complete descriptions, catalog cuts, or other illustrations of each item upon which a bid submitted. The names of the manufacturers and stock numbers shall be clearly indicated. All food must be processed, packaged, and delivered under the best possible sanitary conditions in accordance with local, State of Tennessee, and Federal Pure Food Laws and Health regulations. Any item bid which does not completely meet stated specifications must be listed as an

alternate. The processed bidders must provide a copy of their procedures for Recalls of USDA Foods and contact information of a point person and their backup person in charge of recalls.

4. Requirements for Submitting Bids - Only one bid quote per specified item and only one bid package per vendor will be allowed. Bids made on forms other than the Proposal Form may not be considered. The signature of the person submitting the proposal shall be in longhand, and the completed form shall be without erasure or interlineations. REVIEW EACH PAGE BEFORE SUBMITTING TO INSURE REQUIRED SIGNATURES AND ACKNOWLEDGEMENTS ARE COMPLETED. OTHERWISE, THE BID COULD BE CONSIDERED AS A NON-RESPONSIVE BID. Any additional materials offered by the vendor to be included in the bid submission must be approved prior to the bid opening. The vendor could be determined as non-responsive if items are presented that attempt to alter the bid conditions in any way or by submitting items that do not meet bid specifications, and the vendor could be excluded from the 2022-2023 school year bid process. It is recommended that no additional written documents be included in the bid packet. Please submit only those items that are requested. Ensure that all documents are completed in full, signed and returned with the packet. The actual bid documents must arrive prior to the bid opening.

- 1) The original document cannot be changed in format or in items requested. The vendor is to submit the requested brand/item number or their pre-approved equal. A straight line is to be drawn through the originally requested item under the Brand and write in their pre-approved submission request. Do not "white out" or delete the originally requested item. The vendor is to complete all other information requested. We prefer that all bids be submitted type written or computer generated.
- 2) Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor the bid if offered.
- 3) Vendor must submit NUTRITION PRODUCT DATA SHEETS for ALL food items with bid submission. Product data sheets must include:
 1. CN label- PHOTO OR ELECTRONIC COPY - if applicable
 2. Authorized manufacturer's Product Formulation Statement that includes: product name, code, portion size, Child Nutrition equivalent and signature of the appropriate manufacturer's representative (R&D, company officer, etc.) – if applicable
 3. Nutrition data including ingredient list

Vendors shall be required to submit product velocity reports to the SNP upon request.

- 4) For the expanded bid tabulations, when different items, brands, or cases are bid, the bid tabulation will be based on equivalent serving sizes (for example: 2oz. M/MA, 1oz. M/MA) and NOT "per case" pricing tabulation. Proof is the burden of the vendor upon submission of the bid packet. Examples of proof of item equivalents are found in Child Nutrition Labels or Product Formulation Sheets.
- 5) **Pre-Approval Process:** Vendors electing to submit a brand and product number that is not specified must mail, email or deliver a list of requested substitutions with nutrition labels and crediting information by February 23, 2022 and product samples no later than February 25, 2022, to Rebecca Naab SNP Dietitian, NAAB_REBECCA@HCDE.ORG (2501 Dodd Ave, Chattanooga, TN 37407). Early requests are encouraged.
If the vendor prefers to deliver the samples, delivery arrangements can be made by calling Ms. Naab at 423-498-7286. (NAAB_REBECCA@HCDE.ORG)
The samples will be used to help determine selection of items and the "PRE-APPROVED EQUAL" status. Partial cases may be sent, if requested. Samples must be clearly marked with

manufacturer's name, code number and product description. Samples are to be provided at no cost to the District.

1. The proposed item must meet the specification as written in the "Product" column of the table on pages 17-19. If the proposed item doesn't meet these conditions, please don't send it.
 - o After meeting the previous requirement, the vendor will be asked to provide enough servings to fulfill a tasting test, conducted by SNP. For the proposed item to be pre-approved, it must reach a 70% acceptance in the tasting test.

The nutrition data MUST be submitted with ALL 'Pre-Approved Equal' requests, for pre-approval on brands NOT listed on the bid spec sheet must include items in Section 4, 1-3 on page 5.

All the bid forms, CN labels and/or nutritional information, proposal form (spreadsheet) SPSD as well as the calculations must be provided by the vendors with the hardcopy submission on a USB drive.

5. **Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any/or all bids and/or any part thereof, to waive technicalities and informalities.
6. **Clarification of Bid Document** - Should a bidder find discrepancies in or omissions from the bid document or should he/she be in doubt as to its meaning, he/she shall at once request clarification from Denise Ellison, Purchasing Department, at 423-498-7030 or doe_purchasing@hcde.org. This must be done prior to the date/time of the bid opening.
7. **Public Access to Procurement Information**- Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or bid has been completed. All public records pertaining to procurement shall be open for inspection during normal business hours as scheduled in advance with the Purchasing Department.
8. **Awarding of Contract** – Apples (110149), Cheese (110242/110244), Chicken legs (100113), Beef (100154), and Tomato Paste (100332) products will be awarded by line item. The award will go to the responsive and responsible vendor with the lowest cost per serving, including delivery costs and DF value. Chicken bulk (100103), Turkey (100124) and Peanuts (110700) products will be awarded by groups (description of items on each group in the attachments). The award will go to the responsive and responsible vendor with the lowest total extended cost, including delivery costs and based on estimated pounds diverted.

If the lowest vendor is deemed not responsible or responsive, the District reserves the right to award the contract to the next lowest bidder.

The value pass-through method to be used for these processed USDA Foods is fee-for-service; therefore, the bidder will use a fee for service method to calculate the price per case. The District will not pay shipping charges to the successful bidder.

9. **Bid Period** – The initial contract bid period shall be July 1, 2022 – June 30, 2023.
10. **Renewal Provision** – The contract may be renewed for up to two additional years (three years total) with price redeterminations upon mutual agreement by the vendor and the Hamilton County Department of Education School Nutrition program. The vendor must petition items for price redetermination (price increases/ decreases) by February 1 of each year for consideration in the next contract period:

February 1, 2023 – for contract period of July 1, 2023 – June 30, 2024

February 1, 2024 – for contract period of July 1, 2024 – June 30, 2025

Price-redeterminations are only allowed annually at the time of contract renewal, unless the USDA or State authorizes the practice due to emergency situations. The Bureau of Labor, Consumer Price Index – All Urban consumers, U.S. Food and Beverages will be the comparison index that will be used for price-redeterminations. Since the indexes are subject to revision after originally published, the most current index will be used. Base Index at the time of renewal (latest available) divided by the index at the time of the beginning of the contract period (for example: July). For the potential contract renewal for July 1, 2023: December 2022 Index divided by July 2022 Index. For the potential contract renewal for July 1, 2024: December 2023 Index divided by July 2023 Index.

If an item is not within the acceptable price range, the vendor must revisit the pricing. Price increases based on uncontrollable events will not be readily accepted. If the pricing requirements cannot be met, the bid will not be approved for purchasing and will have to be re-bid.

In Emergency situations, the price redetermination will be evaluated case by case, and the most current index will be used. The formula will be based on the latest Index available divided by the index at the time of the beginning of the contract period. (July).

11. Items Added to Bid –

Adding an Item to Replace Permanently Rejected, Discontinued Item(s) or left over excess poundage. In the event that the School Nutrition Program determines any item on the current bid is unacceptable due to continued poor quality, lack of availability or poor student acceptance the School Nutrition Program has the right to permanently reject the unacceptable item or replace discontinued item(s). The replacement products will be of equality meeting original bid specs and equal to or less than the original bid price. If the vendor cannot replace the product at the original bid price, then the School Nutrition Program will get specifications and quotes to add the products(s) necessary to use the remaining unprocessed commodity poundage.

The replaced product has to be pre-approved by the School Nutrition Program Director or designee.

The additions/or deletions to this bid will not exceed of 10% of the monetary value of the group bid. This will be calculated based on the velocity reports from the previous year and will include all relevant costs, including processing fees, DF value and shipping fees. New items will be calculated based on estimated usage. Any changes greater than 10% will not be allowed. The added items will become part of the bid list for the next contract period.

12. Unused Poundage

If the vendor discontinues commodity service prior to completion of the contract year, they must reimburse the commodity value of remaining diverted pounds.

Additionally, the School Nutrition Program may request confirmation from the vendor by March 15th that the remaining orders will be fulfilled by the end of contract period. A response is expected from the vendor no later than March 31st. If the remaining pounds are not able to be used by the end of the contract period due to the vendor's inability to provide the contracted product, the following steps will be taken:

- 1) The SNP will attempt to find a processor willing to accept the remaining pounds and will seek permission from the State for a transfer,

- 2) If the SNP is unable to find a willing or acceptable processor or the State is not able to transfer the pounds to a different processor, the awarded vendor will pay the SNP for the remaining diverted pounds, no later than the end of the contract period.

13. Recall Procedures- The successful vendor will provide procedures for Recalls of USDA Foods, contact information of the person and a backup person handling the food Recalls. The School Nutrition Program contact person for USDA recalls is Jeannie Hixson, Hixson_J@hcde.org and the backup person would be Baker_Crystal@hcde.org. The School Nutrition Program keeps the Standard Operating Procedures in file.

14. Commodity Orders – All commodity orders and deliveries are through a State-contracted distributor.

15. Invoices – The vendor shall submit invoices to:

Hamilton County Department of Education
Attn: Connie Blevins, Accounts Payable Supervisor
3074 Hickory Valley Road
Chattanooga, TN 37421
CN_AP@HCDE.ORG and SN-AP@HCDE.ORG

The invoices will be returned for correction unless they contain the following information:

2. Company Name
3. Purchase Order Number
4. Invoice/Reference Number (assigned by the Vendor)
5. Invoice Date
6. Item Numbers
7. Description of Item
8. Quantity
9. Unit Price and Extensions by Item
10. Total Amount Due for the Invoice Period
11. Delivery Date

Invoices must be issued by Purchase Order; multiple purchases orders cannot be combined in one invoice.

Payment will be made to the vendor when the contract has been met and verified and has met the procedures for payment.

Every effort will be made to pay all invoices within thirty (30) calendar days of the receipt of invoice. The District does not permit late fees on invoices.

Discounts For Prompt Payment: vendors may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of net 15. If a discount for prompt payment is offered by the vendor, it must be shown in the vendor's response; however, discounts for prompt payment will not be considered in the evaluation of bids. If earned, HCS will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the Successful Vendor within the Stipulated Time Frame.

16. Deliveries – Must go to the State Commodity distributor for this area and be accompanied by Delivery Tickets or Detailed Packing Slips. These shall contain the following information for each item delivered: Purchase Order Number; Item Number; Name of Article; Quantity; Name of School District.

17. Tax Exemption - Sales and excise taxes do not apply to the equipment/supplies purchased by a board of education. These taxes should not be included when listed on an invoice and the bid prices on the attached Proposal Form. The necessary exemption certificate properly executed is to be provided by the successful vendor with signature by a representative of the Owner (The District).

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

19. Regulation Compliance:

- 1) **Environmental Tobacco Smoke:** Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines.
- 2) **Equal Order 11246, "Equal Employment Opportunity":** All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub grantees shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 (October 13, 1967), and Department of Labor regulation (41CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State's Department of Labor.
- 3) **Clean Air and Clean Water Acts.** Applies to contracts and subcontracts in excess of \$100,000. Contractors must certify compliance with the applicable provisions of the Clean Air Act; the Clean Water Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.
- 4) **Energy Policy and Conservation Act.** Applies to all contracts. All contracts must recognize appropriate mandatory standards and policies relating to energy efficiency which are contained in the State's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statute 871) (PL94-165).
- 5) **2 CFR Appendix II to Part 200(I) Restrictions on Lobbying** - Applies to contracts renewals in excess of \$100,000.00. Contractors must comply with the certification and reporting requirements of 2CFR 200.326.
- 6) **2 CFR Appendix II to part 200 (H)-Suspension and Debarment** - Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential contractor must certify eligibility by signing the included form.
- 7) **2 CFR 200.319 (a) and (c) Drafting of Bid Specifications** - Requires that any person that develops or drafts specifications, requirements, statements of work, invitations bid, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.
- 8) **2 CFR 200.319 Local Geographical Preferences** – Local geographical preferences shall be prohibited as specified in 2 CFR 200.319 (b), and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- 9) **T.C.A. § 50-9-113, Drug-Free Workplace Affidavit** – A form required to be signed to affirm company is in compliance.

- 10) **Certification of Compliance with Tennessee Public Chapter #587** – A background check is not a requirement of the vendor representatives as long as school nutrition staff is present for visits and deliveries. The Public Chapter 1080, (D) was amended to: (C) Exempt delivery or pick-up service providers where those services involve only scheduled visits under the supervision of school personnel.
 - 11) **Hamilton County Department of Education Addendum to Agreement** – A local form required to be signed by the vendor for each bid.
 - 12) **Non-Collusion Affidavit** – The form states the proposer agrees and understands the affidavit and is required to be signed.
 - 13) **Certification of Compliance with IRAN Divestment Act.** A local form required to be signed by the vendor for each bid
 - 14) **Food, Drug, and Cosmetic Act, 1938, amended 1990, 21 CFR Part 101;** Nutrition Labeling and Education Act of 1990; and the Agricultural Marketing Act 1953, amended 1957 - The vendor will responsibly supply goods for the School Nutrition Department programs meeting the listed regulations for standards of identity, quality and fill; grades of foods; and product definition.
 - 15) **Discovery Rights** – After purchasing your product the School Nutrition Program will be the sole user. The School Nutrition Program will respect the patent and copyright of your product and will not share with any other entity.
 - 16) **Buy American Certification**– This District 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 School Nutrition Director, a minimum of 3 days in advance of delivery.
Failure to complete and sign the Buy American Certification form and include it with the bid response will be considered a non-responsive bid.
If the vendor ships items that have not been approved by the SFA during the contract period, the non-compliance will be addressed as a breach of contract (page 13).
 - 17) **Title VI of the Civil Rights Act of 1964** - No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - 18) **Title IX of the Education Amendments of 1972** - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.
- 20. Record Retention** - All records shall be maintained by the vendor for the current year and three (3) years after final payment has been made or until all disputes are resolved. All such records must be made available to the State Agency, the United States Department of Agriculture, the Comptroller General of the United States, or any of their duly authorized representatives.
Records must be retained for at least the Federal record retention period of the current year and three (3) years prior. However, records must be retained longer if the following occurs:

- 1) Until all pending matters are resolved. Pending matters include contract disputes, audits, investigative and review findings.
- 2) The Federal record retention period begins with the later of the date:
 1. The final payment is made under the contract,
 2. The contract concludes; or
 3. The final claim for reimbursement for the fiscal year in which the contract concludes is submitted.
- 3) For renewable contracts, records of the initial procurement through the conclusion of the final renewal must be maintained.

Records Access - The contractor shall agree to retain all books, records and other documents relative to the contract agreement for three (3) years after final payment, or until audited by the SFA, whichever is sooner. Duly authorized representatives of the LEA/SFA and/or USDA auditors or the Comptroller General of the United States shall be allowed full access to any books, documents, papers and records of the vendor which are directly pertinent to all negotiated contracts.

Documentation - All aspects of each procurement, including the rationale for the procurement selected, contract type selected and basis for contract price must be documented. All records documenting the procurement history, including all extensions and renewals, must be retained for the greater of the State's record retention requirements or for the Federal record retention period. Records must be retained beyond this period until all pending matters are resolved. Failing to maintain required records can result in audit and review findings, cost disallowances and prevent the School Nutrition Program from effectively responding to bid protests and contract disputes.

21. A positive effort will be made to utilize a state contract bid price if those bids prove to be more economical to the School Nutrition Program.
22. **Insurance** - Vendors shall provide Worker's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based. Successful vendor must add the Hamilton County Department of Education as additional named insureds by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured.
23. **"Prohibition Against Conflicts of Interest, Gratuities, and Kickbacks"** - Any employee or any official of the Hamilton County Board of Education, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to the Hamilton County Board of Education shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5,000.00) or by imprisonment in the penitentiary for not more than ten (10) years or both fined and imprisoned in the discretion of the jury.
Every person, firm, or corporation offering to make, or pay, or give any rebate, percentage of contract, money, or any other things of value, as an inducement or intended inducement, the procurement of business, or the giving of business, to any employee, or to any official of the Hamilton County Board of Education, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5,000.00) or by imprisonment in the penitentiary for not more than ten (10) years, or both fined and imprisoned in the discretion of a jury.

- 24. Delivery of Goods and Services** - It is understood and agreed that this bid shall constitute an offer which, when approved by the School Board and accepted in writing by the Purchasing Department, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of vendors for the rest of the school year and the next bid cycle.
- 25. Non-Compliance** - If a vendor materially fails to comply with any terms of an award, whether stated in a Federal Statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstance(s):
- 1) Temporarily withhold cash payments pending correction of the deficiency by the vendor or more severe enforcement action
 - 2) Disallow all or part of the cost of the activity or action not in compliance
 - 3) Wholly or partly suspend or terminate the current award for the vendor
 - 4) Withhold further awards for the program
 - 5) Take other remedies which may be legally available
 - 6) Ban the company for bidding for the rest of the school year and the next bid cycle.
- 26. Tie-Bids** - A tie bid exists where two or more vendors offer products that meet all specifications, terms and conditions at identical prices, including cash discount offered for prompt payment. In such case, a tie bid will be broken by the following methods, in descending order:
- By lot or coin toss.
- 27. Conflict Resolution** - In the event a vendor has a complaint concerning the bid process or award of the bid, the complaint shall be filed with the Purchasing Director, Hamilton County Department of Education. The vendor must state their complaint in detail and in writing to the Purchasing Director within ten (10) working days of the complaint. Purchasing Director will notify the State School Nutrition Program of the complaint received within three (3) working days. The settlement of all contractual and administrative issues arising out of procurements will first be considered at the local level. Examples of issues include source evaluation, protests, disputes and claims. In the event the vendor and the School Nutrition Program cannot resolve the complaint, the complaint will be presented to the Purchasing Director for resolution between the vendor and the Department of School Nutrition.

FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.

- 28. 2 CFR 200.318(c)(1), Code of Conduct** - No employee, officer or agent of the Hamilton County Department of Education School Nutrition Department can participate in the selection, award of administration of a contract supported with Federal Funds if a conflict of interest, real or apparent, would be involved. Real and apparent conflicts of interest exist when:
- The employee, officer or agent; any immediate family member of same; partner or organization that employs or is about to employ any of the above or has a financial or other interest in the firm selected for the award
 - Organizational structures and personnel practices exist that undermine the independence and integrity of the procurement process

- Gratuities, favors, or anything of monetary value are solicited or accepted from current or potential vendors on behalf of any individual or the organization before, during, or after contract award.

29. Vendor Performance - The School Nutrition Director or designee shall be responsible for verifying contract 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, Hamilton County School Nutrition Program 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 the rest of the school year and the next bid cycle.

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

30. 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

Hamilton County School Nutrition Program 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:

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

- 31. 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 HCDE SNP 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 HCDE SNP, the HCDE SNP shall have the option of awarding the contract to the next lowest vendor or bidding again.
- 32. Contract Termination for Convenience** - Hamilton County Department of Education may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the HCDE SNP. Hamilton County Department of Education School Nutrition Department must give notice of termination to the Vendor at least sixty (60) 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, 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.
- 33. Declaration/Statement by Vendor** - The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-contractors have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).
- 34.** All vendors are to execute "Addendum to Agreement" (form attached).
Failure to execute this agreement may result in disqualification of your bid.
- 35. All vendors are to submit a product picture, product specifications, including CN label and formulation statements.**
- 36.** All vendors must fully execute all bid forms including bid document and all forms included within the packet.
- 37.** The original document cannot be changed in format or in items requested.
- 38.** This bid is awarded by categories as explained on page 6.
- 39.** The successful vendor must furnish the School Nutrition Program office with a contact name and number for potential issues during the contract period. This contact should be available at any time during the hours of 6:00 a.m. to 4:30 p.m.
- 40.** By vendor's signature on the face of this bid, they certify this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, or supplies, and is in all respects fair and without collusion or fraud.

41. Vendor shall acknowledge that it, and its employees, serves as independent contractors and that HCDE shall not be responsible for any payment, insurance, or incurred liability.

42. Assurance Statement:

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

Vendor _____ (Company Name & Signature)

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
February 3, 2022

SCHOOL NUTRITION PROGRAM

COMMODITY PROCESSING FOR CHICKEN, BEEF, TURKEY, PEANUTS AND CHEESE

PROPOSAL FORM FOR BID FILE 22-22

PAGE 1 of 3

The Hamilton County Board of Education will award a twelve (12) month contract to furnish commodities to the School Nutrition Program, as required. Contract period to be July 1, 2022 through June 30, 2023. See renewal provision (page 6 #8). Bid prices shall be firm for each contract year with provision for price adjustments. The bid shall be awarded as described on page 6. Lump sum bids will not be accepted. Diverted poundage shown are estimates only. Bidders must complete the entire line item for their product bid submissions. All document forms are to be returned with this proposal form.

The School Nutrition Program will determine a total bid pricing, based on attached sheet by line item or by group (see page 6). The final calculation by the School Nutrition Program will include the delivery price.

All bidders must provide specifications on all products bid. Bidders must detail pack size and pack quantity.

Bids received without specifications may not be considered.

Bid submitted by:

_____	_____
Printed Name	Title
_____	_____
Signature	Date
_____	_____
Contact Phone Number	Contact Email Address
_____	_____
Company Name	Company Phone Number

Company Address	

A template worksheet will be provided by emailing Ms. Martha Marrufo, at Marrufo_m@hcde.org

COMMODITY PROCESSING Hamilton County 2022-2023						Vendor Section to Complete											
Item #	Product	Case Size	Brand	Crediting	Servings Needed	Servings per Case	DF lbs Needed per Case	Total Cases Needed	Total lbs Needed	Bid Cost per Case	Delivery Cost per Case	DF Commodity Value per lb	Total Bid Case Costs	Total Delivery Costs	Total commodity bulk value	Grand Total Cost	Serving Cost
APPLES 110149 BY LINE ITEM																	
1	APPLES - FRESH, SLICED, ADDED CALCIUM ASCORBATE OR SIMILAR ANTIOXIDANT, MINIMUM SHELF LIFE OF 2 WEEKS FROM RECEIPT AT DISTRIBUTOR, EACH PACKAGE TO CREDIT FOR 1/2 CUP FRUIT	100 2 OZ PER CASE	PETERSON FARMS 203102 OR PRE-APPROVED EQUAL	2 OZ = 1/2 CUP FRUIT	42,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
2	APPLESAUCE - UNSWEETENED, PLAIN, 4.5 OZ CUPS	96 4.5 OZ	ZEE ZEES A3500 OR PETERSON FARMS ASA10001 OR PRE-APPROVED EQUAL	4.5 OZ = 1/2 CUP FRUIT	192,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3	APPLESAUCE - UNSWEETENED, CHERRY, NO ARTIFICIAL COLORS, 4.5 OZ CUPS	96 4.5 OZ	ZEE ZEES A1525 OR PRE-APPROVED EQUAL	4.5 OZ = 1/2 CUP FRUIT	192,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
4	APPLESAUCE - UNSWEETENED, STRAWBERRY BANANA, NO ARTIFICIAL COLORS, 4.5 OZ CUPS	96 4.5 OZ	ZEE ZEES A3700 OR PRE-APPROVED EQUAL	4.5 OZ = 1/2 CUP FRUIT	192,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
BEEF BULK COARSE 100154 BY LINE ITEM																	
5	BEEF - CRUMBLES, 100% BEEF, FC, NOT MORE THAN 20% FAT, NO SOY, REDUCED SODIUM, NATURAL TEXTURE - NO MECHANICAL PROCESSED LOOK, EACH SERVING TO EQUAL 2 M/MA	320 2 OZ PER CASE	DON LEE CNQ15401 OR PRE-APPROVED EQUAL	2 OZ = 2 M/MA	320,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
6	BEEF - BURGER, 100% BEEF, LIGHTLY SEASONED, F/C, NOT MORE THAN 25% FAT, NO SOY ADDED, <200MG SODIUM, LOOSE BITE, BULK, ONE BURGER TO EQUAL AT LEAST 2 OZ M/MA PER CN LABEL OR PFS.	115 2.21 OZ PER CASE	TYSON 10000069104 OR TYSON 10000015320 OR INTEGRATED C32225B OR MAID RITE 75156-93320 OR DON LEE CNQ092253 OR PRE-APPROVED EQUAL	2.21 OZ = 2 M/MA	138,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
7	BEEF - BURGER, 100% BEEF, LIGHTLY SEASONED, F/C, NOT MORE THAN 30% FAT, NO SOY ADDED, <375 MG SODIUM, LOOSE BITE, BULK, NO WRAPPERS. ONE BURGER TO EQUAL AT LEAST 2.5 OZ M/MA PER CN LABEL OR PFS.	100 3 OZ	TYSON 10000096170 OR TYSON 10000015932 OR INTEGRATED C32300B-NF OR MAID RITE 75156-93322 OR DON LEE CNQ093003 OR PRE-APPROVED EQUAL	3 OZ = 3 M/MA	80,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

COMMODITY PROCESSING Hamilton County 2022-2023					Vendor Section to Complete													
Item #	Product	Case Size	Brand	Crediting	Servings Needed	Servings per Case	DF lbs Needed per Case	Total Cases Needed	Total lbs Needed	Bid Cost per Case	Delivery Cost per Case	DF Commodity Value per lb	Total Bid Case Costs	Total Delivery Costs	Total commodity bulk value	Grand Total Cost	Serving Cost	
CHEESE BARREL 110242 OR MOZZARELLA 110244 BY LINE ITEM																		
8	CHEESE - MOZZARELLA, STRING STICK, REDUCED FAT, IW, EACH = 1 M/MA	168/ 1 OZ PER CASE	LAND O'LAKES 59703 OR BONGARDS 402991 OR PRE-APPROVED EQUAL	1 OZ = 1 M/MA	504,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
9	CHEESE - COLBY JACK, STRING STICK, REDUCED FAT, IW, EACH = 1 M/MA	168/ 1 OZ PER CASE	LAND O'LAKES 44878 OR BONGARDS 402941 OR PRE-APPROVED EQUAL	1 OZ = 1 M/MA	50,400			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
10	CHEESE - CHEDDAR, CRACKER CUT, 4-8 PC EQUALS 1 M/MA	240/ 1 OZ PER CASE	LAND O'LAKES 44006 OR PRE-APPROVED EQUAL	1 OZ = 1 M/MA	50,400			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
11	CHEESE - JALAPENO AMERICAN, PULLMAN SLICES, 2 SLICES EQUALS 1 M/MA	160/ 0.5 OZ PER CASE	BONGARDS 103451 OR PRE-APPROVED EQUAL	1 OZ = 1 M/MA	32,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
12	CHEESE SAUCE - CHEDDAR, SHELF-STABLE, POUCHES, CREDITS IN THE SN PROGRAM	6/ 106 OZ PER CASE	PLEASE SUBMIT FOR PRE-APPROVED EQUAL	3 OZ = 1 MMA	63,600			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
13	CHEESE SAUCE - CHEDDAR WITH JALAPENO, SHELF-STABLE, CUPS, CREDITS IN THE SN PROGRAM	140/ 3 OZ	LAND O LAKES 39912 OR PRE-APPROVED EQUAL	3 OZ = 1 MMA	28,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
14	CHEESE FILLED BREADSTICK - 100% MOZZARELLA CHEESE, YEAST-STYLE BREAD, WG, EACH STICK = 1 M/MA AND 1 GRAIN	144/ 2 OZ PER CASE	TYSON 17020111120 OR CONAGRA 20117 OR TASTY BRANDS 62001 OR PRE-APPROVED EQUAL	EACH 2 OZ STICK = 1 OZ M/MA AND 1 OZ GRAIN	144,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
CHICKEN LEGS 100113 BY LINE ITEM																		
15	CHICKEN - DARK MEAT CHUNKS, WG BREADING/BATTER, GENERAL TSO SAUCE IN SEPARATE PACKAGING, NO MSG, ONE SERVING TO EQUAL 2 OZ M/MA	6 / 5 lb (CHICKEN) 6 / 32 oz (SAUCE) 176 SERVINGS PER CASE	ASIAN FOOD SOLUTIONS 72003 OR YANG'S 15563 OR SCHWAN'S 69017 OR CHEF'S CORNER CMDTYWG-0132 OR PRE-APPROVED EQUAL	3.9 oz of chicken & sauce = 2 oz M/MA	140,800			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
16	CHICKEN - DARK MEAT CHUNKS, UNBREADED, TERIYAKI SAUCE IN SEPARATE PACKAGING, NO MSG, GLUTEN FREE, NUT FREE, ONE SERVING TO EQUAL 2 OZ M/MA	6 / 5 lb (CHICKEN) 6 / 32 oz (SAUCE) 240 SERVINGS PER CASE	YANGS 15559-3 OR PRE-APPROVED EQUAL	2.4 oz of chicken & sauce = 2 oz M/MA	120,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
17	CHICKEN - DARK MEAT CHUNKS, UNBREADED, THAI CHILI SAUCE IN SEPARATE PACKAGING, NO MSG, GLUTEN FREE, NUT FREE, ONE SERVING TO EQUAL 2 OZ M/MA	6 / 5 lb (CHICKEN) 6 / 32 oz (SAUCE) 240 SERVINGS PER CASE	PLEASE SUBMIT FOR PRE-APPROVED EQUAL	2.85 oz of chicken & sauce = 2 oz M/MA	96,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
BULK PACK LARGE CHICKEN 100103 - BY LINE ITEM																		
18	CHICKEN - PULLED/SHREDDED, PLAIN, WHITE TO DARK RATIO MUST MATCH VENDOR'S REQUIRED WHITE TO DARK RATIO	5/ 7.4 # BAGS PER CASE	COMIDA VIDA 470490 OR PRE-APPROVED EQUAL	2.02 OZ = 2 M/MA	87,900			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

COMMODITY PROCESSING Hamilton County 2022-2023						Vendor Section to Complete												
Item #	Product	Case Size	Brand	Crediting	Servings Needed	Servings per Case	DF lbs Needed per Case	Total Cases Needed	Total lbs Needed	Bid Cost per Case	Delivery Cost per Case	DF Commodity Value per lb	Total Bid Case Costs	Total Delivery Costs	Total commodity bulk value	Grand Total Cost	Serving Cost	
BULK PACK LARGE CHICKEN 100103 - GROUP BID #1																		
ALL OR NOTHING: MANUFACTURER MUST BE ABLE TO PROCESS ALL OF THE ITEMS IN THIS GROUP IN ORDER TO BID ON THIS GROUP.																		
19	CHICKEN - FILET, WHOLE MUSCLE, WG BREADING, UTILIZES ALL WHITE MEAT, EACH TO EQUAL 2 OZ M/MA AND AT LEAST 1 OZ GRAIN	128 4 OZ SERVINGS PER CASE, 32 LBS	GOLD CREEK 792421 OR PILGRIM'S PRIDE 7516 OR RICH CHICKS 13440 OR PRE-APPROVED EQUAL		4 OZ = 2 M/MA AND 1 OZ GRAIN	204,800			#DIV/0!	#DIV/0!	\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
20	CHICKEN - FILET, WHOLE MUSCLE, SPICY, WG BREADING, UTILIZES ALL WHITE MEAT, EACH TO EQUAL 2 OZ M/MA AND AT LEAST 1 OZ GRAIN	128 4 OZ SERVINGS PER CASE, 32 LBS	GOLD CREEK 792431 OR PILGRIM'S PRIDE 7517 OR RICH CHICKS 13410 OR PRE-APPROVED EQUAL		4 OZ = 2 M/MA AND 1 OZ GRAIN	102,400			#DIV/0!	#DIV/0!	\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
21	CHICKEN - POPCORN, WG BREADING, UTILIZES ALL DARK MEAT, 8-10 PIECES TO EQUAL 2 OZ M/MA AND AT LEAST 1 OZ GRAIN	113 4.35 OZ SERVINGS PER CASE, 32 LBS	GOLD CREEK 791893 OR PILGRIM'S PRIDE 110458 OR RICH CHICKS 94403 OR PRE-APPROVED EQUAL		4.35 OZ = 2 M/MA AND 1 OZ GRAINS	79,100			#DIV/0!	#DIV/0!	\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
BULK PACK LARGE CHICKEN 100103 - GROUP BID #2																		
22 ALL OR NOTHING: MANUFACTURER MUST BE ABLE TO PROCESS ALL OF THE ITEMS IN THIS GROUP IN ORDER TO BID ON THIS GROUP.																		
23	CHICKEN - BREAST TENDERS, WHOLE MUSCLE, WG BREADING, UTILIZES ALL WHITE MEAT	113 4.5 OZ SERVINGS PER CASE, 32 LBS	GOLD CREEK 792441 OR TYSON 10368640928 OR PRE-APPROVED EQUAL		3 1.5 OZ = 2 M/MA AND 1 OZ GRAIN	113,000			#DIV/0!	#DIV/0!	\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
24	CHICKEN - STRIPS, UNBREADED, UTILIZES ALL DARK MEAT, LIGHTLY SEASONED	239 2.14 OZ SERVINGS PER CASE, 32 LBS	GOLD CREEK 791896 OR TYSON 10046210928 OR PRE-APPROVED EQUAL		2.14 OZ = 2 M/MA	55,448			#DIV/0!	#DIV/0!	\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
BULK PACK LARGE CHICKEN 100103 - GROUP BID #3																		
ALL OR NOTHING: MANUFACTURER MUST BE ABLE TO PROCESS ALL OF THE ITEMS IN THIS GROUP IN ORDER TO BID ON THIS GROUP.																		
25	CHICKEN - CORN DOG WITH WG BREADING, MINI, UTILIZES ALL DARK MEAT, NO ADDED NITRATES OR NITRITES, 1 SVG (6 EACH) TO EQUAL 2 OZ M/MA AND 2 OZ GRAINS	6 EACH, 120 SERVINGS PER CASE	TYSON 10270240928 OR PRE-APPROVED EQUAL		4.02 OZ = 2 M/MA AND 2 OZ GRAINS	54,960			#DIV/0!	#DIV/0!	\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
26	CHICKEN - DRUMSTICK, UNBREADED, UTILIZES DARK MEAT. FULLY COOKED. EACH TO EQUAL AT LEAST 2 M/MA	92 SERVINGS	TYSON 10264350928 OR PRE-APPROVED EQUAL		1 DRUM= 2.5 oz M/MA	27,600			#DIV/0!	#DIV/0!	\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
27	CHICKEN - MADE-WITH-WHOLE-MUSCLE FILET, WG BREADING, UTILIZES ALL WHITE MEAT, FULLY COOKED, EACH TO EQUAL 1 OZ M/MA AND 0.5 OZ GRAINS	226 SERVINGS	TYSON 10703030928 OR PRE-APPROVED EQUAL		2.12 OZ = 1 M/MA & 0.5 OZ GRAIN	180,800			#DIV/0!	#DIV/0!	\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
28	CHICKEN - POPCORN, USES ALL WHITE MEAT, MAPLE FLAVOR, WG BREADING, 5 OR 6 TO EQUAL 1 OZ M/MA AND 1 OZ GRAIN	148 SERVINGS PER CASE	TYSON 29494928 OR PRE-APPROVED EQUAL		3.25 OZ = 1 OZ M/MA & 1 OZ GRAIN	44,400			#DIV/0!	#DIV/0!	\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
29	CHICKEN-TACO MEAT, FULLY COOKED. ALL DARK MEAT. CN LABEL OR CN SUMMARY.	107 SERVINGS PER CASE 20.13 lb IN CASE	TYSON 10199570378 OR PRE-APPROVED EQUAL		3 oz = 2 oz M/MA	21,400			#DIV/0!	#DIV/0!	\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

COMMODITY PROCESSING Hamilton County 2022-2023						Vendor Section to Complete												
Item #	Product	Case Size	Brand	Crediting	Servings Needed	Servings per Case	DF lbs Needed per Case	Total Cases Needed	Total lbs Needed	Bid Cost per Case	Delivery Cost per Case	DF Commodity Value per lb	Total Bid Case Costs	Total Delivery Costs	Total commodity bulk value	Grand Total Cost	Serving Cost	
PEANUTS RAW SHELLED 110700 GROUP BID																		
30	PEANUT BUTTER - INDIVIDUAL CUP, SMOOTH, EACH = 1 M/MA	100 1.1 OZ	SMUCKERS 92100 OR PRE-APPROVED EQUAL		100,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
31	PEANUT BUTTER - SANDWICH, GRAPE JELLY, WG CRUSTLESS BREAD, IW, EACH = 1 OZ M/MA & 1 GRAIN	72 2.6 OZ PER CASE	SMUCKERS 6960 OR PRE-APPROVED EQUAL		216,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
32	PEANUT BUTTER - SANDWICH, STRAWBERRY JELLY, WG CRUSTLESS BREAD, IW, EACH = 1 OZ M/MA & 1 GRAIN	72 2.6 OZ PER CASE	SMUCKERS 6961 OR PRE-APPROVED EQUAL		72,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
33	PEANUT BUTTER - SANDWICH, GRAPE JELLY, WG CRUSTLESS BREAD, IW, EACH = 2 OZ M/MA & 2 GRAIN	72 5.3 OZ PER CASE	SMUCKERS 21027 OR PRE-APPROVED EQUAL		108,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
34	PEANUT BUTTER - SANDWICH, STRAWBERRY JELLY, WG CRUSTLESS BREAD, IW, EACH = 2 OZ M/MA & 2 GRAIN	72 2.6 OZ PER CASE	SMUCKERS 21028 OR PRE-APPROVED EQUAL		36,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
TOMATO PASTE 100332 GROUP BID																		
35	BBQ SAUCE - LOW SODIUM, NO ARTIFICIAL COLORS, 1 OZ CUPS	250 10Z PER CASE	RED GOLD REDO11Z OR PRE-APPROVED EQUAL	NA	200,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
36	KETCHUP - VERY LOW SODIUM, NO ARTIFICIAL COLORS, 9G PACKETS	1000 9G PER CASE	RED GOLD REDY19G OR PRE-APPROVED EQUAL	NA	3,300,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
37	MARINARA SAUCE - LOW SODIUM, 2.5 OZ CUPS	84 2.5OZ CUPS	RED GOLD REDNA2ZC84 OR PRE-APPROVED EQUAL		58,800			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
38	SALSA - LOW SODIUM, 3 OZ CUPS	84 3 OZ CUPS	RED GOLD REDSC2ZC84 OR PRE-APPROVED EQUAL		33,600			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
39	SPAGHETTI SAUCE - LOW SODIUM, CANNED	6 #10 CANS PER CASE	RED GOLD RPKMA9E OR PRE-APPROVED EQUAL		159,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
TURKEY - GROUP BID #1																		
ALL OR NOTHING: MANUFACTURER MUST BE ABLE TO PROCESS ALL OF THE ITEMS IN THIS CATEGORY IN ORDER TO BID ON THIS CATEGORY.																		
40	TURKEY - DELI MEAT, CUT IN 1.5-2.0" ROUNDS, NO NITRATES OR NITRITES	116 1.65 OZ SERVINGS PER CASE, 12 LB CASE	JENNIE-O 257412 OR PRE-APPROVED EQUAL		23,200			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
41	TURKEY - HAM-STYLE DELI MEAT, SLICED, NO NITRATES OR NITRITES	96 3 OZ SERVINGS PER CASE, 18 LB CASE	JENNIE-O 256818 OR PRE-APPROVED EQUAL		32,544			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
42	TURKEY - STICK, UTILIZES ALL WHITE MEAT, BREAST MEAT, SMOKEY FLAVOR, IW, NO NITRATES OR NITRITES, GLUTEN AND ALLERGEN FREE. ONE STICK TO EQUAL 1 OZ M/MA. ONE STICK TO MEET SMART SNACK STANDARDS.	400/1.2 oz. SERVINGS PER CASE, 30 lb CASE	JENNIE-O 207130 OR PRE-APPROVED EQUAL		8,000			#DIV/0!	#DIV/0!		\$ 3.45		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

COMMODITY PROCESSING Hamilton County 2022-2023					Vendor Section to Complete													
Item #	Product	Case Size	Brand	Crediting	Servings Needed	Servings per Case	DF lbs Needed per Case	Total Cases Needed	Total lbs Needed	Bid Cost per Case	Delivery Cost per Case	DF Commodity Value per lb	Total Bid Case Costs	Total Delivery Costs	Total commodity bulk value	Grand Total Cost	Serving Cost	
TURKEY - GROUP BID #2																		
ALL OR NOTHING: MANUFACTURER MUST BE ABLE TO PROCESS ALL OF THE ITEMS IN THIS CATEGORY IN ORDER TO BID ON THIS CATEGORY.																		
43	TURKEY - SAUSAGE PATTIES, UTILIZES ALL DARK MEAT, NO NITRATES OR NITRITES, EACH TO EQUAL 1 OZ M/MA	226 1.41OZ SERVINGS PER CASE, 10 LB	BUTTERBALL 22655 30773 OR PRE-APPROVED EQUAL		180,800	1.41 OZ = 1 OZ M/MA			#DIV/0!	#DIV/0!		\$ 3.45	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
44	TURKEY - DELI MEAT, UTILIZES ALL WHITE MEAT, NO NITRATES OR NITRITES, PRE-SLICED	114 SERVINGS PER CASE, 24 LBS	BUTTERBALL 22655 89200 OR BUTTERBALL 22655 89201 OR PRE-APPROVED EQUAL		28,500	3.35 OZ = 2 OZ M/MA			#DIV/0!	#DIV/0!		\$ 3.45	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
45	TURKEY - TENDERLOIN, SLICED, UTILIZES ALL WHITE MEAT	133 SERVINGS PER CASE 30 LBS	BUTTERBALL 22655 89209 OR PRE-APPROVED EQUAL		51,338	3.60 OZ = 2 OZ M/MA			#DIV/0!	#DIV/0!		\$ 3.45	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
46	TURKEY - POT ROAST, UTILIZES ALL DARK MEAT, IN A BROWN GRAVY, CONTAINS NO ALLERGENS, NO NITRATES OR NITRITES	150 3.58 OZ SERVINGS PER CASE, 18 LBS AVG	BUTTERBALL 22655 89204 OR PRE-APPROVED EQUAL		40,000	3.58 OZ = 2 OZ M/MA			#DIV/0!	#DIV/0!		\$ 3.45	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Encouraging Small and Minority Owned Businesses 2 CFR 200.321

To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.

VENDOR: Please cite your company classification as classified by the State of Tennessee, in the appropriate block:

_____ Minority Firms

_____ Women's Business Enterprise

_____ Labor Surplus Area Businesses

_____ Minority Owned Businesses

_____ Other _____

Vendor _____

(Company Name)

\

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/proposal and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972
4. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

Signed _____ Dated _____

Print Name _____ Email _____

Company _____ Telephone No. _____

Address _____ Fax No. _____

City _____ State _____ Zip _____

Completed by:



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

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

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, 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 \$25,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.
2. This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure him or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Non-Collusion Affidavit
(Attachment A)

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, officers, directors and
(Name of my Firm)
employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of my Firm)

above representation are material and important and will be relied on by Hamilton County Department of Education in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Hamilton County Department of Education of the true facts relating to submission of bids for this contract.

(Signature and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF
_____, 20 _____

NOTARY PUBLIC
My Commission Expires:

Drug-Free Workplace Affidavit Requirements

- (1) Each Contractor or Subcontractor with no less than five (5) employees receiving pay shall submit an affidavit stating that such employer has a drug-free workplace program in effect at the time of submission of bids. Said program shall comply with Title 50, Chapter 9, TCA.
- (2) If it is determined that an employer subject to the provisions of this section has entered into a contract for this Project and does not have a drug-free workplace pursuant to the referenced requirements, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance.
- (3) The written affidavit shall be submitted with the Contractor's Proposal Form, and the Bid shall not be considered complete if said affidavit is not included, and the Bid shall be rejected as Non-Responsive.
- (4) For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development.

AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by vendor/contractor with 5 or more employees)

I, _____, president or other principal

Officer of _____, swear or affirm that the

(Name of Company)

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with the Tennessee Code Annotated, § 50-9-113.

President of Principal Officer

For: _____

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by _____,

President or principal officer of _____,

on this _____ day of _____, 20 _____.

NOTARY PUBLIC

My Commission Expires: _____

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., (“Act”). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

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 domestic item to provide for any line item specification on this bid, we will entertain a request for exception at the time of the 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 schedule 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			

** use additional pages if needed*

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.

What other alternatives to using Non-Domestic food products were considered?

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

ADDENDUM TO AGREEMENT

Bid File 22-22

This addendum shall be considered part of and incorporated into the Agreement

between the Hamilton County Department of Education, hereinafter referred to as,

“Department” and _____ Company (Company) dated

_____. Notwithstanding any other language to the contrary in the

Agreement, the following terms shall be controlling:

1. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee.
2. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney’s fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

Superintendent

Hamilton County Department of Education

Authorized Representative

Company

Date

Date



Vendor Information Form

Please complete all of the following information, where applicable:

Tax ID # (FEIN or SSN): _____

Organization Type: () Corporation () Individual/Sole Proprietor () Joint Venture
 () LLC () Partnership/Limited Partnership () Non Profit*

New Vendor Vendor Change Tax Exempt

Name of Company/Firm (as shown on Federal Tax returns): _____

Alternate name, if applicable (doing business as): _____

Mailing address: _____

City: _____ State: _____ Zip+4: _____ - _____

Contact person: _____ Business Ph#: (_____) - _____

Fax #: (_____) - _____

Company / Firm's website address: _____

Payment address (if different from address above): _____

City: _____ State: _____ Zip+4: _____ - _____

Payment Terms: _____ % discount Net 15 days / Net 30 Days or Net 30 Days

Separate Checks: () Yes or () No Accept Purchasing Card (i.e. VISA): () Yes or () No Credit Card Fee: () Yes or () No

Business E-mail address (for Accounts Payable): _____

Purchasing E-mail address _____ Contact Name _____

Are you currently employed or have you ever been employed by HCDE? () Yes or () No

If yes, please specify employment dates: _____

Requestor/Vendor's Signature: _____ Date requested/sent: _____

If providing onsite services a COI must be provided listing Hamilton County Department of Education as additional insured.

For Accounting Use Only:

Vendor #: _____

Authorized Signature: _____ Date completed: _____



SUPPLIER PROFILE

*Required fields, missing or incomplete will be returned for corrections.

<p>All Suppliers, Subcontractors and Carriers of Hamilton County Department of Educations- As a county schools' contractor, we are monitoring a level of subcontractor awards to certified small business concerns, small disadvantaged business concerns and large firms, as well as the ethnicity of the owners of such business concerns. To assist with completion of this monitoring, we are requesting the following information from our service and product suppliers and carriers. Based on the Classification and Ethnic Description Choices listed below on Exhibit A attached hereto, please select the relevant categories. Please also have executed the corresponding Sworn Affidavit below.</p>			
Company Name:			
Company Address:			
Phone Number:		Number of Employees:	
Federal ID(EIN) Social Security #			
Legal Structure			
Corporate:	LLC:	Partnership:	Sole Proprietor:
Manufacturer:	Service Org:	Distributor:	Broker:
Retailer:			
Please identify and provide a brief description of the primary products/or services which your company offers:			
Principal Minority Owners:			
Principal Minority Title(s):			
Principal Minority % of Ownership:			
*Total percentage of Minority Owner(s) must equal or exceed 51%			
<p>Sworn Affidavit: The undersigned swears that the statements contained herein are true and correct and affirms that the classifications selected below constitute majority control of 51% or more of the daily business operations of the applicant company identified above. Further, the undersigned hereby swears, under penalty of law, that the applicant company believes It is qualified for certification as a: <i>(Fill in appropriate classification(s))</i></p>			
Completed by (Print)		Signature:	
Witnessed by (Print)		Signature:	
<p>A copy of the company's current certification, issued within the last 12 months, by either an NMSOC affiliate or under (a) Business Development/Small Disadvantaged Business of the Small Business Administration must be returned with this profile.</p>			



Exhibit A

<p>Business Classifications: Check all which apply and attach certification where available.</p>
<p>005 (C018) -Women Owned Business Enterprise (see 49 C.F.R part 26)-A business that is at least 51 % owned and controlled by individuals who are female in gender.</p>
<p>006- Disabled Business Enterprise -A business that is at least 51 % owned and controlled by a handicapped or service disabled individual</p>
<p>007 (C-023) - Disabled Veteran Business Enterprise -A business that is at least 51 % owned and controlled by one or more disabled veterans of the US Armed Forces, as defined at 38 U.S.C. Section 101(2) and 101(16).</p>
<p>008 - Disadvantaged Business Enterprise - A business owned and controlled by a socially and economically disadvantaged individual, as defined in 49 C.F.R. Parts 23 and 26. Each individual whose ownership and control are relied on for certification as a Disadvantaged Business Enterprise must have a net worth of less than \$750,000 excluding the value of the business and the equity in his or her primary residence.</p>
<p>009 (C-020) - Historically Underutilized Business Zone - US HUB Zone Empowerment Program provides federal contracting opportunities for qualified small businesses located in distressed areas.</p>
<p>010 (C-021) - Small Business Administration 8(a) Program -A business owned and controlled by a socially and economically disadvantaged individual. Under the Small Business Act, African Americans, Hispanic Americans, and Asian Americans are presumed socially disadvantaged. These individuals must have a net worth of less than \$250,000 excluding the value of the business and primary residence to be considered economically disadvantaged.</p>
<p>011 Small Disadvantaged Business Enterprise (see13C.F.R. Part 124)-A small disadvantaged business at least 51 % owned or controlled by a socially disadvantaged individual. All individuals must have a net worth of less than \$750,000 excluding the value of the business and primary residence.</p>
<p>012- Small Business Enterprise (see 13 C.F.R. Part 121)-A business defined as having less than 500 employees or less than \$3.5 million in annual revenues.</p>
<p>013 (C-022) -Veteran Owned Business Enterprise -A business that is at least 51 % owned and controlled by US citizens who are veterans of the US Armed Forces as defined at 38 U.S.C. Section 101(2).</p>
<p>179 - Service Disabled Veteran Owned</p>
<p>Ethnicity Business Classifications: Minority Business -A business that is at least 51% owned and controlled by people of Asian, African American, Hispanic and/or Native American descent. (see 49 C.F.R. Part 26) Check all that apply and attach certification where available</p>
<p>1 (C-015) - African American - Having origins in any of the black racial groups of Africa.</p>
<p>2 (C-016) - Hispanic - Having Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race.</p>
<p>3 (C-017) - Native American - Includes persons who are American Indian, Eskimo, Aleut or Native Hawaiian.</p>
<p>(C-014) - Asian, Asian Indian, Asian Pacific- Having origins in Asia, the Indian subcontinent or the Pacific Islands including but not limited to persons with origins from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Hong Kong, India, Pakistan, Bangladesh or Sri Lanka.</p>

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421
423-498-7030
February 03, 2022
SCHOOL NUTRITION PROGRAM

Bid File 22-22

COMMODITY PROCESSING FOR CHICKEN, BEEF, TURKEY, PEANUTS AND
CHEESE
Checklist

- Minority Classification
- Bid Properly Signed/Dated
- Certification- Debarment
- Certification- Lobbying
- Non-Collusion Affidavit-signed & Notarized
- Drug Free Work Place Affidavit-signed & Notarized
- IRAN Act
- Buy American Certification
- Proposal Form Signed and Specs
- Addendum to Agreement Signed
- vendor Information Form and W-9 Tax Form
- USDA Recall Procedures and contact information and backup person

NO BID FORM

Bid File 22-22
Commodity Processing

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not exclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document.

Explanation: _____

- _____ 3. We do not feel we can be competitive.
- _____ 4. We do not sell the items/services on which Bids are requested.
- _____ 5. We wish to be removed from the Bidder's List.
- _____ 6. Other: _____

_____	_____	_____
FIRM NAME/ SIGNATURE	DATE	EMAIL ADDRESS

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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.

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