

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
February 16, 2021

Bid File 21-30

INVITATION TO BID

COMMODITY PROCESSING FOR CHICKEN, BEEF, TURKEY, PEANUTS AND CHEESE FOR SN DEPT 2021-2022 FISCAL
YEAR

A sealed envelope containing the bid must be sent to the Attention of Denise Ellison, Purchasing Agent, and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. Bidder must provide "original" Bid and one (1) "copy" in one (1) sealed envelope. In the lower left corner of the envelope, print your company name, the Bid File Number and the time and date of opening. All bids will be opened via electronic meeting. All vendors will receive official notification of the bid award, pending Board approval. 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 will not be accepted. Bid opening date: March 04, 2021 at 2:00 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 16, 2021

Sealed bids are to be addressed to the Hamilton County Board of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. Attention: Denise Ellison. The bid will be opened March 04, 2021 at 2:00 pm. in the Purchasing Department.

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 page 31, to process Commodity for the School Year 2021-2022.

1. **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.
2. **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.
3. **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 2021-2022 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.
 - a. 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.
 - b. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor the bid if offered.

- c. Vendor must submit NUTRITION PRODUCT DATA SHEETS for ALL food items with bid submission (More detailed information beginning on page 26). Product data sheets must include:
 - i. CN label- PHOTO OR ELECTRONIC COPY - if applicable
 - ii. 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, company nutritionist, etc...).
 - iii. Nutrition data including ingredient list
 1. NOTE: Nutrition fact sheets must include:
 - a. CN labels
 - b. Manufacturer's product sheets (with the exception of those required with submission of bid to verify Meat/Meat Alternate).
 - c. Saturated Fat level
 - d. Sodium
 - e. Trans fat must be 0 or naturally occurring and documented

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

- d. 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.
- e. **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, along with the product samples, to Rebecca Naab SNP Dietitian, Naab_R@hcde.org (2501 Dodd Ave, Chattanooga, TN 37407) no later than noon ET March 02, 2021. Early requests are encouraged.
If the vendor prefers to deliver the samples, delivery arrangements can be made by calling Ms. Martha Marrufo at 423-498-7289. (Marrufo_m@hcde.org)
The samples will be used to help determine selection of items and the "PRE-APPROVED EQUAL" status. Whole case samples are discouraged since only ten (10) servings are needed. 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.
 - The proposed item must meet the specification as written in the "Product" column of the table on page 31. If the proposed item doesn't meet these conditions, please don't send it.
 - After meeting the previous requirement, the vendor will be asked to provide 10 servings to fulfill a tasting test. For an item to be pre-approved as equal, SNP will conduct a tasting test. For the proposed item to be pre-approved 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 literal C, section 1-3 in page 2.

4. **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.

5. **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.
6. **Awarding of Contract** – Cheese (110244), Chicken legs (100113), and Beef (100154) products will be awarded by line item. 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 most responsive and responsible vendor with the lowest total extended cost for serving, including delivery costs and based on estimated pounds diverted.

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.

7. **Bid Period** – The initial contract bid period shall be July 1, 2021 – June 30, 2022.
8. **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, 2022 – for contract period of July 1, 2022 – June 30, 2023

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

Price-redeterminations are only allowed annually at the time of contract renewal. The Bureau of Labor, Consumer Price Index – All Urban consumers, U.S. Food and Beverages (CUUR0000SAF) 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 award (for example: June). For the potential contract renewal for July 1, 2022: November 2021 Index divided by June 2021 Index. For the potential contract renewal for July 1, 2023: November 2022 Index divided by June 2022 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.

9. **Items Added to Bid** –
 - a. 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.

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

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.

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

11. **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:

- Company Name
- Purchase Order Number
- Invoice/Reference Number (assigned by the Vendor)
- Invoice Date
- Item Numbers
- Description of Item
- Quantity
- Unit Price and Extensions by Item
- Total Amount Due for the Invoice Period
- Delivery Date

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. HCDE does not permit late fees on invoices.

12. **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.
13. **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 bidder with signature by a representative of the Owner (HCDE).

14. **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.

15. Regulation Compliance:

- a. **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.
- b. **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.
- c. **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.
- d. **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).
- e. **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.
- f. **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.

BIDDER: 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 _____

Bidder _____

(Company Name)

- g. **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.
- h. **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.
- i. **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.
- j. **T.C.A. § 50-9-113, Drug-Free Workplace Affidavit** – A form required to be signed to affirm company is compliance.
- k. **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.
- l. **Hamilton County Department of Education Addendum to Agreement** – A local form required to be signed by the bidder for each bid.
- m. **Non-Collusion Affidavit** – The form states the proposer agrees and understands the affidavit and is required to be signed.
- n. **Certification of Compliance with IRAN Divestment Act.** A local form required to be signed by the bidder for each bid
- o. **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.
- p. **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.
- q. **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 bidder 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 11).

- r. **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.
 - s. **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.
16. **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:
- a. Until all pending matters are resolved. Pending matters include contract disputes, audits, investigative and review findings.
 - b. The Federal record retention period begins with the later of the date:
 - i. The final payment is made under the contract,
 - ii. The contract concludes; or
 - iii. The final claim for reimbursement for the fiscal year in which the contract concludes is submitted.
 - c. 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 department from effectively responding to bid protests and contract disputes.

17. 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 Department.

18. **Insurance** - Bidders 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 bidder 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.
19. **"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.
20. **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 bidders for the rest of the school year and the next bid cycle.
21. **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):
- a. Temporarily withhold cash payments pending correction of the deficiency by the vendor or more severe enforcement action
 - b. Disallow all or part of the cost of the activity or action not in compliance
 - c. Wholly or partly suspend or terminate the current award for the vendor
 - d. Withhold further awards for the program
 - e. Take other remedies which may be legally available
 - f. Ban the company for bidding for the rest of the school year and the next bid cycle.
22. **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.
23. **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 Department 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.

24. **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.

25. **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, HCDE SNP 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

26. **Breach** - A party shall be deemed to have breached the contract if any of the following occurs:

- a. Failure to provide products or services that conform to contract requirements or
- b. Failure to maintain/submit any report required hereunder; or
- c. Failure to perform in full or in part any of the other conditions of the contract
- d. 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.
27. **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 bidder or bidding again.
28. **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.
29. **Declaration/Statement by Bidder** - 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).
30. All vendors are to execute "Addendum to Agreement" (form attached).
Failure to execute this agreement may result in disqualification of your bid.
31. **All bidders are to submit a product picture, product specifications, including CN label and formulation statements.**

32. All bidders must fully execute all bid forms including bid document and all forms included within the packet.
33. The original document cannot be changed in format or in items requested.
34. This bid is awarded by categories as explained on page 3.

35. 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.

Bidder _____ (Company Name & Signature)

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:

Hamilton County Board of Education

School Nutrition Program

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective participant / vendor 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.

Where the prospective participant / vendor is unable to certify to any of the statements in this Certification, such prospective participant / vendor shall attach an explanation to this proposal.

Organization Name

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

Signature

Date

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

State of _____ Contract/Bid File 21-30

County of _____

I state that I am _____ of _____

(Title)

(Name of my 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,

(Name of my Firm)

officers, directors, and 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:

Non-Collusion Affidavit

Continued

I state that _____ understands and

(Name of my Firm)

acknowledges that the above representations 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

SPECIFIC AGREEMENTS OF THE SCHOOL DISTRICT

1. Successful bidder will be paid within thirty (30) days of receipt of a correct statement.
2. School Nutrition manager and supervisor personnel will check all items for compliance for service, quality, quantity and/or yield requirements. All problems will be documented in writing and the supplier will be notified.
3. The school system retains the right to reject any item within ten (10) full working days from the delivery date for obvious noncompliance with bid specifications.
4. The School Nutrition manager or his/her designee will check in all deliveries and denote shortages, obvious damaged goods, and other delivery errors on all copies of the invoices/packing slips. The manager or his/her designee and the delivery person will sign all copies of all invoices/packing slips. The Board of Education retains the right to reject any or all of a delivery that does not meet product specifications.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SCHOOL NUTRITION PROGRAM
COMMODITY PROCESSING FOR CHICKEN, BEEF, TURKEY, PEANUTS AND CHEESE

INSTRUCTIONS TO BIDDERS

Below you will find instructions to bid on Commodities for the School Nutrition Program for Hamilton County Schools, in conformance with the conditions outlined in these specifications:

1. Should a bidder find discrepancies in or omissions from the bidding document or should he/she be in doubt as to their meaning, he/she shall at once request clarification from Denise Ellison, Purchasing Department, at 423-498 7030 or email: doe_purchasing@hcde.org. This must be done prior to the date/time of the bid opening.
2. Bidders must make proposals strictly in accordance with the requirements and specifications, and on the proposal form provided, otherwise the bid will not be considered. 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 next bid cycle.

It is recommended that no additional written documents be included in the bid packet, unless requested in the bid document. Please submit only those items that are requested (product specifications, warranty, etc.). Ensure that all documents are completed in full, signed and returned with the bid packet. Only one bid quote per specified item(s) and only one bid package per vendor will be allowed.

The actual bid documents must arrive prior to the bid opening.

3. Nutrition Standards: These nutritional standards are required for the 2021-2022 bid and beyond unless notified by the School Nutrition Program. The following standards must be followed:
 - a. Trans Fat: Food products and ingredients used to prepare school meals must contain zero grams of Trans fat (less than 0.5 grams) per serving. Documentation for food products and food ingredients must include zero grams of Trans fat per serving. Meats that contain a minimal amount of naturally-occurring Trans-fat are allowed; however, documentation is needed to prove if naturally occurring.
 - b. Saturated Fat: The School Nutrition Program is required to limit the percentage of calories from saturated fat to less than ten percent (10%) based on weighted averages. Therefore, documentation for saturated fat must be supplied on nutrition labels for all food items.
 - c. Sodium: The School Nutrition Program is required to limit sodium in reimbursable meals, based on weighted averages at breakfast and lunch for each grade group. Additionally, a la carte guidelines limit the amount of sodium allowable per serving. Therefore, documentation for sodium must be supplied on nutrition labels for all food items. (See attachment A)

4. All nutrition standards regulations and policy memos that guide our implementation of Healthy, Hunger-Free Kids Act are located at the following link:
<http://www.fns.usda.gov/cnd/Governance/Legislation/nutritionstandards.htm>. As regulations change, additional information will be posted there. All SNP operators are required to follow regulations in place at time of purchase. As those regulations change, there may be a need to revise product requirements. This SFA reserves the right to delete or add products to comply with meal pattern regulations. Any items added must be priced according to the pricing structure specified in the bid conditions.

5. **Pre-Approval Process:** Vendors electing to submit a brand and product number that is not specified must mail or deliver a list of requested substitutions with nutrition labels and crediting information, along with the samples to Rebecca Naab, SNP Nutritionist, Naab_R@hcde.org (2501 Dodd Ave, Chattanooga, TN 37407) no later than noon ET on March 02, 2021. The delivery arrangements can be made by calling Ms. Martha Marrufo at 423-498 7289. (Marrufo_m@hcde.org).
The samples will be used to help determine selection of items and the "PRE-APPROVED EQUAL" status. Whole case samples are discouraged since only ten (10) servings are needed. Samples must be clearly marked with manufacture's name, code number and product description. Requests for pre-approval on brands NOT listed on the bid spec sheet must include:
 - CN label – Photo or Electronic Copy, OR the Product Formulation Sheet that includes: product name, code, portion size, Child Nutrition equivalent and signature of the manufacturer's representative (R&D representative, company officer, nutrition department, etc...)
 - Nutrition label including ingredient list
 - The proposed item must meet specifications as written in the "Product" column of the table on page 31. If the proposed item doesn't meet these specifications, please don't send it.
 - The vendor will be asked to provide 10 servings to fulfill a tasting test. For an item to be pre-approved as equal, SNP will conduct a tasting test. For the proposed item to be pre-approved must reach a 70% acceptance in the tasting test.

Samples delivered without the requested nutritional information will not be accepted.

Items that do not meet product specifications must be picked up and replaced by the bidder at no cost to the school system. Vendors cannot leave the products with anyone but the School Nutrition dietician or designee.

No products can be left during non-operating hours and left outside unattended.

6. If the successful bidder cannot supply an item or items the School Nutrition Director must be notified immediately. No substitutions or deliveries will be made without prior approval from the School Nutrition Director/designee.

7. The successful bidder guarantees that all products delivered to the State approved distribution site shall be free from all defects.

8. The successful bidder will provide procedures for Recalls of USDA Foods, contact information of the person and a backup person handling the food Recalls.

9. The successful bidder must furnish the School Nutrition Department 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.
10. By the 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.
11. 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.

ATTACHMENT A

Final Rule "Nutrition Standards in the National School Lunch and School Breakfast Programs (1/26/12)

Sodium Reduction: Timeline & Amount				
Age/Grade Group	Baseline: Average Current Sodium Levels As Offered¹ (mg)	Target 1: July 1, 2014 SY 2014-2015 (mg)	Target 2: July 1, 2017 SY 2017-2018 (mg)	Final Target: July 1, 2022 SY 2022-2023 (mg)
School Breakfast Program				
K-5	573 (elementary)	≤ 540	≤ 485	≤ 430
6-8	629 (middle)	≤ 600	≤ 535	≤ 470
9-12	686 (high)	≤ 640	≤ 570	≤ 500
National School Lunch Program				
K-5	1,377 (elementary)	≤ 1,230	≤ 935	≤ 640
6-8	1,520 (middle)	≤ 1,360	≤ 1,035	≤ 710
9-12	1,588 (high)	≤ 1,420	≤ 1,080	≤ 740

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
February 16, 2021
SCHOOL NUTRITION PROGRAM

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

PROPOSAL FORM FOR BID FILE 21-30

PAGE 1 of 2

The Hamilton County Board of Education will award a twelve (12) month contract to furnish commodities to the School Nutrition Department, as required. Contract period to be July 1, 2021 through June 30, 2022. See renewal provision (page 3 #8). Bid prices shall be firm for each contract year with provision for price adjustments. The bid shall be awarded as described on page 3, #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 3). 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 2021-2022						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
BEEF BULK COARSE 100154																	
1	BEEF - PATTY, NO SOY, W/ WG BREADING, BREADING SEASONED, EACH TO EQUAL 2 OZ M/MA AND AT LEAST 1 OZ GRAIN	85 3.80 OZ SERVINGS PER CASE	ADVANCE PIERRE 68035 OR PRE-APPROVED EQUAL	2 OZ M/MA AND 1 OZ GRAIN	76,500						\$ 3.45						
2	BEEF - BURGER, 100% BEEF, SEASONED WITH SPICES, F/C, NOT MORE THAN 20% FAT, NO SOY ADDED, REDUCED SODIUM, LOOSE BITE, BULK. ONE BURGER TO EQUAL AT LEAST 2 OZ M/MA PER CN LABEL OR PFS.	140/2.25 OZ 19.69LB PER CASE	INTEGRATED C32225B OR PRE-APPROVED EQUAL	2.25 OZ = 2 M/MA	35,000						\$ 3.45						
3	BEEF - BURGER, 100% BEEF, SEASONED WITH SPICES, F/C, NOT MORE THAN 30% FAT, NO SOY ADDED, REDUCED SODIUM, LOOSE BITE, BULK, NO WRAPPERS. ONE BURGER TO EQUAL AT LEAST 2.75 OZ M/MA PER CN LABEL OR PFS.	100/3.0 OZ 16.875 LB PER CASE	ADVANCE PIERRE 9617 OR INTEGRATED C32300B-NF PRE-APPROVED EQUAL	3 OZ = 2.75 M/MA	60,000						\$ 3.45						
CHEESE BARREL 110242 OR MOZZARELLA 110244																	
4	CHEESE SAUCE - CHEDDAR, SHELF-STABLE, POUCHES, CREDITS IN THE SN PROGRAM	6/ 106 OZ PER CASE	LAND O LAKES 39940 OR PRE-APPROVED EQUAL	3 OZ = 1 MMA	10,800						\$ 3.45						
5	CHEESE FILLED BREADSTICK - 100% MOZZARELLA CHEESE, YEAST-STYLE BREAD, WG, EACH STICK = 1 M/MA AND 1 GRAIN	144/ 20Z PER CASE	TASTY BRANDS 62001 OR PRE-APPROVED EQUAL	EACH 2 OZ STICK = 1 OZ M/MA AND 1 OZ GRAIN	86,400						\$ 3.45						
CHICKEN LEGS 100113																	
6	CHICKEN - DARK MEAT CHUNKS, WG BREADING/BATTER, GENERAL TSO SAUCE IN SEPARATE PACKAGING, NO MSG, ONE SERVING TO EQUAL 2 OZ M/MA AND AT LEAST 0.5 OZ GRAINS.	6 / 5 lb (CHICKEN) 6 / 32 oz (SAUCE) 176 SERVINGS PER CASE	ASIAN FOOD SOLUTIONS 72003 OR SCHWANS 69017 OR PRE-APPROVED EQUAL	3.9 oz of chicken & sauce = 2 oz M/MA	52,800						\$ 3.45						
7	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 ASIAN FOOD SOLUTIONS 73005 OR PRE-APPROVED EQUAL	3.9 oz of chicken & sauce = 2 oz M/MA	96,000						\$ 3.45						
BULK PACK SMALL CHICKEN 100100																	
8	CHICKEN - BONE-IN, 8 PARTS, CONSISTING OF BREASTS, THIGHTS, DRUMS, AND WINGS. WITH WHOLE GRAIN BREADING, 1 BREAST OR 1 THIGH OR 1 WING AND 1 DRUM TO EQUAL 2 OZ M/MA AND AT LEAST 1 OZ GRAIN PER CN LABEL OR PFS.	62 SERVINGS/ CASE 30LB CASE	GOLDKIST FARMS/PILGRIMS PRIDE 7823 OR PRE-APPROVED EQUAL	1 BREAST OR 1 THIGH OR 1 WING AND 1 DRUM TO EQUAL 2 OZ M/MA AND 1 GRAIN	29,500						\$ 3.45						

COMMODITY PROCESSING Hamilton County 2021-2022						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.																	
9	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 PRE-APPROVED EQUAL		4 OZ = 2 M/MA AND 1 OZ GRAIN	96,000					\$ 3.45						
10	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 7516 OR PRE-APPROVED EQUAL		4 OZ = 2 M/MA AND 1 OZ GRAIN	54,000					\$ 3.45						
11	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 PRE-APPROVED EQUAL		4.35 OZ = 2 M/MA AND 1 OZ GRAINS	68,800					\$ 3.45						
12	CHICKEN - STRIPS, UNBREADED, UTILIZES ALL DARK MEAT, LIGHTLY SEASONED	239 2.14 OZ SERVINGS PER CASE, 32 LBS	GOLD CREEK 791896 OR PILGRIM'S PRIDE 1260 OR PRE-APPROVED EQUAL		2.14 OZ = 2 M/MA	19,500					\$ 3.45						
PEANUT BUTTER																	
13	PEANUT BUTTER - INDIVIDUAL CUP, SMOOTH, EACH = 1 M/MA	100 1.1 OZ	SMUCKERS 92100 OR PRE-APPROVED EQUAL		1.1 OZ = 1 M/MA	100,000					\$ 3.45						
14	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		2.6 OZ = 1 OZ M/MA & 1 OZ GRAIN	288,000					\$ 3.45						
15	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		5.3 OZ = 2 OZ M/MA & 2 OZ GRAIN	144,000					\$ 3.45						
TURKEY - GROUP BID #1																	
16	ALL OR NOTHING: MANUFACTURER MUST BE ABLE TO PROCESS ALL OF THE ITEMS IN THIS CATEGORY IN ORDER TO BID ON THIS CATEGORY.																
17	TURKEY - HAM-STYLE DELI MEAT, CUT IN 1.5-2.0" ROUNDS, NO NITRATES OR NITRITES	124 1.54 OZ SERVINGS PER CASE, 12 LB CASE	JENNIE-O 232012 OR PRE-APPROVED EQUAL		1.54 OZ = 1 OZ M/MA	18,600					\$ 3.45						
18	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		3 OZ = 2 OZ M/MA	19,200					\$ 3.45						
19	TURKEY - STEAK, UTILIZES ALL WHITE MEAT, WHITE BREAST MEAT, BROWNED, FULLY COOKED, 2% OR LESS SALT. SOY AND GLUTEN FREE. PRE-SLICED.	140 SERVINGS PER CASE, 24.68 LB	JENNIE-O 230324 OR PRE-APPROVED EQUAL		2/1.41 oz = 2 M/MA	28,000					\$ 3.45						
20	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		1 stick (1.2 oz) = 1 oz M/MA	20,800					\$ 3.45						

COMMODITY PROCESSING Hamilton County 2021-2022					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.																	
21	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 CARGILL/SHADYBROOK 700259 OR PRE-APPROVED EQUAL		3.58 OZ = 2 OZ M/MA	33,750					\$ 3.45						
22	TURKEY - DELI MEAT, UTILIZES ALL WHITE MEAT, NO NITRATES OR NITRITES, PRE-SLICED	114 SERVINGS PER CASE, 24 LBS	BUTTERBALL 22655 89200 OR CARGILL/SHADYBROOK 700263 OR PRE-APPROVED EQUAL		3.35 OZ = 2 OZ M/MA	22,400					\$ 3.45						

ADDENDUM TO AGREEMENT

Bid File 21-30

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*

Tax Exempt

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

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

Mailing address: _____

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

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

Fax #: (____) _____ - _____ E-mail address (for Purchasing): _____

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

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

Bank Name: _____ Bank Address: _____

Account Name: _____ Banking Info: Account #: _____

Checking/Savings _____ Routing and transit # (Via ACH): _____

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: _____

For Accounting Use Only:

____ New Vendor (A completed and signed W-9 form from the vendor (Required))

Vendor Type: ____ V - Standard ____ I - Payroll ____ C - Consultant/Channel Partners

____ Vendor Change (Provide changes below, where applicable)

Vendor #: _____ Date received by Accounting: _____

Authorized Signature: _____ Date completed: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.															
2 Business name/disregarded entity name, if different from above															
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <table style="width: 100%; margin-top: 5px;"> <tr> <td><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. </td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Other (see instructions) ▶ _____ </td> </tr> </table>	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					<input type="checkbox"/> Other (see instructions) ▶ _____				
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate											
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<input type="checkbox"/> Other (see instructions) ▶ _____															
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>															
5 Address (number, street, and apt. or suite no.) See instructions.															
6 City, state, and ZIP code															
7 List account number(s) here (optional)															
Requester's name and address (optional)															

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>																				
or																				
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

NO BID FORM

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

EQUAL OPPORTUNITY / NON-DISCRIMINATION

The Hamilton County Department of Education is an equal opportunity affirmative action employer.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421
423-498-7030
February 16, 2021
SCHOOL NUTRITION PROGRAM

Bid File 21-30

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

Checklist

- 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
- W-9
- USDA Recall Procedures and contact information