



ADVERTISEMENT DATE: **February 5, 2024**

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421  
(423) 498-7030  
INVITATION TO BID (ITB)**

**BID 24-50, COMMODITY PROCESSING FOR THE SCHOOL NUTRITION PROGRAM FY25**

Sealed envelopes containing bids must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. Proposers must submit and mark an "original" bid, one "copy", and one "USB Flash Drive" in one (1) sealed envelope. Bid documents may be secured from the Purchasing Department at the above address and on our website at [www.hcde.org](http://www.hcde.org) via vendor registry. Bids received shall be opened by the Purchasing Department at the time and place designated in the Solicitation and/or associated addenda. The opening for the ITB shall be open to the public.

Bids must be received in the Purchasing Department prior to the designated time for opening. Bids received after the designated time of opening will be considered late and shall be considered Non-Responsive.

<b>SOLICITATION NUMBER &amp; TITLE</b>	BID 24-50, COMMODITY PROCESSING FOR THE SCHOOL NUTRITION PROGRAM FY25
<b>OPENING/DUE DATE &amp; TIME</b>	MARCH 05, 2024 at 1:00 pm
<b>LOCATION</b>	3074 Hickory Valley Road, Chattanooga, Tennessee 37421
<b>PROCUREMENT CONTACT</b>	Debbie Jackson
<b>PHONE</b>	423-498-7030
<b>EMAIL</b>	<a href="mailto:doe_purchasing@hcde.org">doe_purchasing@hcde.org</a>

**BIDDER NAME** \_\_\_\_\_

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

**INVITATION TO BID (ITB)**

**BID xx-xx, COMMODITY PROCESSING FOR THE SCHOOL NUTRITION PROGRAM FY25**

Sealed bids will be received addressed to the **Attention of: Purchasing, Hamilton County Department of Education**, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, **March 5, 2024 until 1:00PM EST**. Any bid received after the scheduled closing time for receipt of such bid will be considered late and shall be considered Non-Responsive.

**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 PROCESSING FOR THE SCHOOL NUTRITION PROGRAM FY25 Bid # 24-50 Posted in Vendorregistry.com	February 05, 2024	
2	Vendor to submit pre-approved equal request with nutrition and crediting information	February 16, 2024	3:00pm
3	Vendor clarifications, comments and questions	February 21, 2024	4:30pm
4	Deadline to submit sample product, if requested	February 23, 2024	3:30pm
5	HCS deadline to notify the vendor of pre-approval	February 29, 2024	4:30pm
6	Deadline to submit bids	March 05, 2024	1:00pm
7	Bid will be presented to the Board for approval	April 18, 2024	5:30pm
8	HCS to issue Purchase Order to the awarded vendors	July 01, 2024	N/A

**TERMS AND CONDITIONS**

**Note: Throughout this document the terms Proposer, Contractor, 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, HCS, Hamilton County Department of Education, The District will be used interchangeable. SNP stands for School Nutrition Program.**

1. **Quality and Guarantee** - All material on 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 is made. The names of manufacturers and stock numbers shall be clearly indicated. Any item bid which does not completely meet stated specifications must be listed as an alternate and go through the pre-approved processed.
2. **Requirements for Submitting Bids** – Only one bid package per vendor will be allowed. Bids made on forms other than the Bid Form will not be considered. No modifications or alterations to the bid documents may be made either by interlineation, supplements or deletions. Any additional materials offered by the vendor to be included in the bid submission that create a material change must be approved prior to the bid opening. The signature of the person submitting the bid shall be in longhand without erasure.
3. **Exceptions:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document.
4. **Bid amendment:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
5. **Bid delivery:** HCS requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Procurement Department shall be the official record of the time. HCS is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
6. **Bid forms:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.
  - a. All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.
7. **Bid preparation:** Prospective bidders are solely responsible for their own expenses in Bid preparation and subsequent negotiations with HCS, if any.
8. **Bid submission and transmission:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.
  - b. All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of HCS. Bids/Bids submitted via e-mail or facsimile machine are unacceptable.
9. **Withdrawal** - Withdrawal of an inadvertent or erroneous bid or proposal by the vendor (before or after opening) may be permitted, when the Purchasing Department determines it to be appropriate. For an unopened manually submitted bid or proposal in exclusive possession of HCS to be withdrawn, a written request for withdrawal must be submitted to the office of the HCS Purchasing Department by a duly authorized representative of the vendor. To take effect, such requests must be received prior to the time set for the opening. A successfully withdrawn submission may be replaced with another sealed bid / proposal if it is received prior to the time set for the opening. In all cases, determination of bid / proposal receipt will be solely governed by the clock-in time as determined by a clock or timepiece designated by the Purchasing Department. No other clock or timepiece will have any bearing on determining whether

or not the bid / proposal has been received prior to the time set for the opening an apparent successful bidder alleging a material mistake may be allowed to withdraw their Bid at the option of HCS.

- 10. Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder.
- 11. Clarification of Bid Document** - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification from the Purchasing Department, at 423-498-7030 or doe\_purchasing@hcde.org. This must be done prior to the date/time of the bid opening.
- 12. Awarding of Contract** - Beef (100154/100155) 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. Large Chicken (100103) 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.

- 13. 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.

- 14. Bid Period**: the initial contract bid period shall be July 1, 2024 thru June 30, 2025.

- 15. Renewal Provision**: The contract may be renewed for up to four additional years (five 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, 2025 – for contract period of July 1, 2025 – June 30, 2026  
 February 1, 2026 – for contract period of July 1, 2026 – June 30, 2027  
 February 1, 2027 – for contract period of July 1, 2027 – June 30, 2028  
 February 1, 2028 – for contract period of July 1, 2028 – June 30, 2029

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 Away from Home 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, 2025: December 2024 Index divided by July 2024 Index. For the potential contract renewal for July 1, 2026: December 2025 Index divided by July 2025 Index.

The contract value using the price redeterminations, calculated using the fee-for-service and current usage, must fall within the acceptable range. If the contract value 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).

**16. Tax Exemption** - Sales and excise taxes do not apply to the equipment purchased by a board of education. These taxes should not be included when submitting bid prices on the attached Bid Form. The necessary exemption certificate properly executed is to be provided by the successful bidder for signature by a representative of the Owner.

**17. Meeting Specifications** - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise which meets or exceeds the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.

**18. 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).

- a. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

**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 (41 CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State's Department of Labor.
- 3) **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).

- 4) **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 2 CFR 200.326.
- 5) **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.
- 6) **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.
- 7) **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.
- 8) **2 CFR 200.322 Domestic Preference for Procurements** – Requires the District provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).
- 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) **Non-Collusion Affidavit** – The form states the proposer agrees and understands the affidavit and is required to be signed.
- 12) **Certification of Compliance with IRAN Divestment Act.** A local form required to be signed by the vendor for each bid
- 13) **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.
- 14) **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.
- 15) **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.
- 16) **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.
- 17) **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.

20. **Qualifications of Bidders**- A bidder may be required, before the award, to show to the complete satisfaction of HCS that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified. The bidder must be approved by USDA and TDA as a commodity processor by the start date of the contract.
21. **Restrictive or Ambiguous Specifications**- It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or Invitation to Bid (Bid) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Procurement Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
22. **TN Department Of Revenue Requirements**: Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. HCS shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
23. **No Contact Policy**- After the date and time established for receipt of bids by the HCS Procurement Department, any contact initiated by any bidder with any HCS representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
24. **Pricing**: Vendors are to quote a firm fixed price for the term of the contract. All orders are to be quoted F.O.B. destination.
25. **Acceptance**: all terms and conditions in this contract are deemed to be accepted by the vendor and incorporated in the bid, except the provision(s) which are expressly excluded by the specifications.
26. **Additional Information**: vendors are cautioned that any statement made by any individual or employee of HCS that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
27. **Alteration or amendments**: no alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.
28. **Assignment**: contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of HCS.
29. **Brand names**: brand names and numbers, when used, are for reference to indicate the character or quality desired. The bid is to be made for the brand and item code specified or pre-approved equal. Pre-approved equal items will be considered, provided they are clearly identified by manufacturer, item code,

nutrition information, crediting information and other related material. If the vendor is submitting an item to be approved as an equal, specifications are to be submitted as outlined in the Instructions to Bidders.

- 30. Code of Conduct, 2 CFR 200.318(c)(1)**, 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.
- 31. Code Of Ethics**: all suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
- 32. Compliance With All Laws**: companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to title vi of the federal civil rights act of 1964, the equal employment opportunity act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
- 33. Declarative Statement**: any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
- 34. Deliveries**: The delivery of the commodity items must follow **State Contract provisions**.
- 35. 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 at least six (6) months.
- 36. 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 bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or 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 Bidder within the Stipulated Time Frame.
- 37. Indemnifications/Hold Harmless**: contractor shall indemnify, defend, save and hold harmless HCDE, the school board, administration, and their agents and employees from any and all suits, claims, actions or damages of any nature brought because of, arising out of, or related to the contractor's performance under the terms of this contract, including the work of any sub-contractor, and without regard to any allegations of fault.



**38. Insurance Requirements:** The Vendor shall maintain the following minimum insurance requirements throughout the duration of the Agreement. HCS reserves the right to request additional documentation or additional policies be provided at its sole discretion and where deemed in its best interest. HCS in no way represents that the insurance required is sufficient or adequate to protect the Vendor’s interest or liabilities.

Vendor 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. Vendor shall add Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured. Complete copies of insurance policies must be provided, if requested. A failure to provide said documentation will be considered a contract breach and grounds for termination of contract or pending award recommendation.

Insurance Required	
Coverage	Amount
Workers Compensation	Statutory Limits of Tennessee
Employers Liability	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Auto (Truck) Liability	\$1,000,000 each occurrence

**39. Invoices:** The Proposer agrees that an invoice will be submitted for the project and shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information:

- Invoice/Reference Number (assigned by the Proposer);
- Invoice Date;
- P.O. Number
- Proposer Name;
- Proposer Contact (name, phone, and/or fax for the individual to contact with billing questions);
- Proposer Remittance Address; and
- Complete Itemization of Charges
- Total Amount Due.

The invoices will be returned for correction unless they contain all the above information.

Invoices to be submitted to CN\_AP@HCDE.ORG and SN-AP@HCDE.ORG

**40. Non-Collusion:** vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.

**41. Non-Conflict Statement:** vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of HCS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

- 42. Non-Discrimination Statement:** supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the fair wage and hour laws, the national labor relations act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
- 43. Payment Method-** The successful bidder shall be issued a purchase order per contract period. This has to be received prior to products being ordered/shipped. Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.
- 44. Payment Terms:** HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents. Payment will be made to the vendor when the contract has been met and verified and has met the procedures for payment. The District does not permit late fees on invoices.
- 45. 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 Procurement Department.
- 46. Protest of Award:** Any vendor who has submitted a timely bid or bid in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to HCS's Director of Procurement. Any protest must be submitted in writing and be in the possession of the Procurement Department before noon (ET) of the 2nd working day following the public recommendation of contract award.

**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.**

- 47. Right to Audit:** During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of HCS to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid/charged under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for seven (7) years from the date of payment under this Contract for inspection by HCS or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.
- 48. Severability:** If any provisions of these Rules or any application thereof to any person or under any circumstance is held to be invalid, such invalidity shall not affect the provisions or applications of these rules which can **be given effect without** the invalid provision or application, and to this end the provisions of these Rules are declared to be severable.
- 49. Taxes:** HCS is a tax-exempt organization. Sales, use or federal excise taxes should not be included in your bid.
- 50. Termination for Cause:** In the event of any breach of contract by the successful service provider(s), HCS may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice

of default, then HCS shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to HCS, either at law or in equity. In the event the contract is terminated for due cause by HCS, HCS shall have the option of awarding the contract to the next lowest vendor or reissuing a bid.

- 51. Termination for Convenience:** Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.
- 52. Termination Due To Non-Appropriation:** HCS shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of HCS's future fiscal years unless and until HCS appropriates funds for this Contract in HCS's Budget for each such future fiscal year.
- 53. Terms and Conditions:** In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
- 54. 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

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 HCS SNP determines that the Vendor has cured the breach, shall never be paid to the Vendor;

- c. Set off against any other obligation the HCS SNP may owe to the Vendor any damages the HCS 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.

**55. Warranties:** Vendor warrants to HCS that all items delivered shall conform to the specifications, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects.

**56. Waiving of Informalities:** HCS reserves the right to waive minor informalities or technicalities when it is in the best interest of HCS.

**57. 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.

**58. Governing Law/Jurisdiction: 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. 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 submission of a proposal and acceptance of a Purchase Order or Contract, Vendor hereby agrees to adhere to Governing Law/Jurisdiction requirements as described herein.**

**HCS DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.**

**SPECIAL CONDITIONS & SCOPE OF SERVICES**

## HAMILTON COUNTY DEPARTMENT OF EDUCATION

## School Nutrition Program

**BID xx-xx, COMMODITY PROCESSING FOR THE SCHOOL NUTRITION PROGRAM FY25**

## INSTRUCTIONS TO BIDDERS

1. **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 ENSURE 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 that create a material change 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 2024-2025 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 item. 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
  - 4) Vendors shall be required to submit product velocity reports to the SNP upon request.
  - 5) 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.

- 6) **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 21, 2024 and product samples no later than February 23, 2024 if requested, to Ms. Mallory Brearey SNP Dietitian, Brearey\_mallory@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. Brearey at 423-498-7286. (Brearey\_mallory @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 on the table on page 20. If the proposed item doesn’t meet these conditions, please don’t send it.
2. 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 an 80% acceptance in the tasting test.

The nutrition data MUST be submitted with ALL ‘Pre-Approved Equal” requests.

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.

## 2. 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 processing 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.

## 3. 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 31<sup>st</sup>. 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.

4. **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 [Marrufo\\_m@hcde.org](mailto:Marrufo_m@hcde.org). The School Nutrition Program keeps the Standard Operating Procedures on file.
5. **Commodity Orders** – Awarded vendor will provide a commodity calculator and order forms.
6. **Deliveries** – Must go to the State Commodity distributor for this geographical 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. **The awarded vendor must set up an appointment with the State Commodity Distributor for deliveries.**



HAMILTON COUNTY DEPARTMENT OF EDUCATION  
Chattanooga, Tennessee 37421  
SOLICITATION RESPONSE & BID/PROPOSAL FORM

**BIDxx-xx, COMMODITY PROCESSING FOR THE SCHOOL NUTRITION PROGRAM FY25**

1. Vendor Name \_\_\_\_\_
2. Vendor Address \_\_\_\_\_
3. City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
4. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
5. Contact Person \_\_\_\_\_
6. Contact Person's email address \_\_\_\_\_
7. By submission of this bid/proposal, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Vendor is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
8. Authorizing Signature \_\_\_\_\_  
(Sign)
9. Authorizing Print Name & Title: \_\_\_\_\_
10. Vendor's Hamilton County Business License Number \_\_\_\_\_  
*(If Applicable) Attach A Copy Of The License.*
11. I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)  
Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_
12. Do you accept the Terms and Conditions of the solicitation/contract? Yes \_\_\_\_\_ No \_\_\_\_\_
13. May other Government Agencies in Tennessee purchase these products/services at the same prices as this bid/proposal? Yes \_\_\_\_\_ No \_\_\_\_\_
14. Will you accept E-commerce payments? Yes \_\_\_\_\_ No \_\_\_\_\_
15. Pricing: Complete following page Bid/Proposal Form

**REMINDER:**

All questions pertaining to this solicitation must be submitted electronically to [doe\\_purchasing@hcde.org](mailto:doe_purchasing@hcde.org) no later than the date listed in the Schedule of Events. Failure to submit a question in the timeframe indicated above may result in the question going unanswered at the discretion of HCS.

An extension to the opening date does not guarantee an extension to the question deadline period. Such will be communicated in associated addendum posting.

It is the sole responsibility of the Vendor to ensure they receive/obtain all solicitation related documentation.



## BID/PROPOSAL FORM

**COMPANY  
NAME:** \_\_\_\_\_

**SOLICITATION:** BID xx-xx, COMMODITY PROCESSING FOR THE SCHOOL NUTRITION PROGRAM FY25

**Having carefully examined the Solicitation/Contract Documents, Contractor/Vendor proposes to furnish the Scope of Services as described herein and within all applicable proposal submission documents for the fee(s) as presented below.**

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Solicitation/Contract Documents. All Unit Prices shall be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices shall prevail and the corrected extension(s) and total(s) will be considered the price.

HCS requests bids/proposals be submitted on bid/proposal forms provided by the HCS for this solicitation. Fee(s) submitted on other forms, other than those provided by the HCS, may be deemed Non-Responsive upon review by and at the sole discretion of the HCS Purchasing Office.

Diverted poundage shown are estimated amounts only.

### **COMMODITY PROCESSING FOR THE SCHOOL NUTRITION PROGRAM FY25**

***This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid/Proposal Form. The Excel document may contain formulas for convenience, however it is the Vendor's responsibility to verify all pricing and calculations are CORRECT. HCS is not responsible for errors in formulas or calculations contained within Excel document(s).***

***Bidders may not adjust or modify data provided within the Bid/Proposal Form. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.***

***PLEASE ENSURE you have provided a printed copy of the Bid/Proposal Form with your hard copy submission packages and provided the excel version with your digital submission package.***

COMMODITY PROCESSING Hamilton County 2024-25						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
<b>BEEF BULK COARSE 100154 OR BEEF BONELESS CHILLED 100155 (LOWEST PRICE PREFERRED)</b>																	
1	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.	240 2.0 OZ PER CASE	MAID RITE 75156-93320 INTEGRATED C32225B OR PRE-APPROVED EQUAL	2.0 OZ = 2 M/MA	120,000						\$ 4.45		\$ -	\$ -	\$ -	\$ -	\$ -
2	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.	192 2.5 OZ PER CASE	MAID RITE 75156-93322 OR INTEGRATED C32300B-NF OR PRE-APPROVED EQUAL	2.5 OZ = 2.5 M/MA	80,000						\$ 4.45		\$ -	\$ -	\$ -	\$ -	\$ -
<b>BULK PACK LARGE CHICKEN 100103 - GROUP BID</b>																	
<b>ALL OR NOTHING: MANUFACTURER MUST BE ABLE TO PROCESS ALL OF THE ITEMS IN THIS GROUP IN ORDER TO BID ON THIS GROUP.</b>																	
3	CHICKEN - DRUMSTICK, UNBREADED, UTILIZES DARK MEAT. FULLY COOKED. EACH TO EQUAL AT LEAST 2 M/MA	AVG 100 SERVINGS	TYSON 10264350928 OR PRE-APPROVED EQUAL	1 DRUM= 2.5 oz M/MA	55,000						\$ 4.45		\$ -	\$ -	\$ -	\$ -	\$ -
4	CHICKEN - THIGH, UNBREADED, UTILIZES DARK MEAT. FULLY COOKED. EACH TO EQUAL AT LEAST 2.5 M/MA	AVG 78 SERVINGS PER CASE	TYSON 10000044196 OR PRE-APPROVED EQUAL	EACH = 3.25 M/MA	31,200						\$ 4.45		\$ -	\$ -	\$ -	\$ -	\$ -
5	CHICKEN - WING, BONE-IN, UNBREADED, UNSAUCED, UTILIZES WHITE MEAT. FULLY COOKED.	AVG 79 SERVINGS PER CASE	TYSON 10346960928 OR PRE-APPROVED EQUAL	4 = 2 M/MA	95,669						\$ 4.45		\$ -	\$ -	\$ -	\$ -	\$ -
<b>PEANUTS RAW SHELLS 110700</b>																	
6	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	90,000						\$ 4.45		\$ -	\$ -	\$ -	\$ -	\$ -
7	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	360,000						\$ 4.45		\$ -	\$ -	\$ -	\$ -	\$ -
8	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	2.6 OZ = 1 OZ M/MA & 1 OZ GRAIN	72,000						\$ 4.45		\$ -	\$ -	\$ -	\$ -	\$ -
9	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	28,800						\$ 4.45		\$ -	\$ -	\$ -	\$ -	\$ -
10	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	5.3 OZ = 2 OZ M/MA & 2 OZ GRAIN	7,200						\$ 4.45		\$ -	\$ -	\$ -	\$ -	\$ -

### 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/bid 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 \_\_\_\_\_

**AUTHORIZATION TO BIND**

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I certify and acknowledge that I have reviewed and approved the release of this proposal/bid for HCS’s consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal/bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

\_\_\_\_\_  
 Authorized Signature (Officer of the Company)

\_\_\_\_\_  
 Name of Authorized Signer (Printed or Typed)

\_\_\_\_\_  
 Title of Authorized Signer

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Taxpayer Identification Number

\_\_\_\_\_  
 Firm Address, City and Zip Code

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 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.

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FNS Grant/Cooperative Agreement

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Name/Address of Organization

---

Name/Title of Submitting Official

---

Signature Date

**Drug-Free Workplace Requirements & Affidavit  
TENNESSEE CODE ANNOTATED, § 50-9-113**

- (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 Construction Contractor's Bid Form, and the Bid shall not be considered complete if said affidavit is not included, and the Bid shall be rejected as Non-Responsive. For all other product or service contracts submission of the affidavit is encouraged only.
- (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.

(To be submitted with bid by construction contractor with 5 or more employees and encouraged for all others)

**AFFIDAVIT**

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 or 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: \_\_\_\_\_

**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 himself 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.



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

**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 bid 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.

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

\_\_\_\_\_  
Signature of Authorized Official

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me, by means of  physical presence or  personally known, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ who has produced \_\_\_\_\_ as identification.  
(Print or Type Name) (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

## Hamilton County Board of Education Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective participant / vendor certifies, by submission of this bid, 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 bid.

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Organization Name

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

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Signature

## Certification of Compliance with Tennessee Public Chapter # 587

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education comply with Tennessee Public Chapter #587 (TPC587).

TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. (The Public Chapter 1080, (D) was amended to: “A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is conducted under the supervision of school officials or employees.”)

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

**I have read the attached TENNESSEE PUBLIC CHAPTER # 587 and certify compliance with the regulations.**

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature

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Date



**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, audiotape, 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.*

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*Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page above 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.
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**Attachment: Immigration Law Affidavit Certification**

This Affidavit is required and should be signed by an authorized principal of the firm, and submitted with HCS Procurements where applicable. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by HCS personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

HCS will not intentionally award HCS contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

HCS may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by HCS.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by HCS.

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Name/Address of Organization

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Name/Title of Submitting Authorized Official

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Signature of Authorized Official

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Date

### 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

\_\_\_\_\_



Sealed Proposal Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
<b>SOLICITATION NO.:</b>	<b>24-50</b>
<b>SOLICITATION TITLE:</b>	<b>COMMODITY PROCESSING FOR THE SCHOOL NUTRITION PROGRAM FY25</b>
<b>OPENING/DUE DATE:</b>	<b>MARCH 05, 2024</b>
<b>TIME DUE:</b>	<b>Prior to: 1:00 PM</b>
<b>SUBMITTED BY:</b>	_____
	(Name of Company)
e-mail address	Telephone
<b>DELIVER TO:</b>	Hamilton County Board of Education Attn: Purchasing Department 3074 Hickory Valley Road Chattanooga, TN 37421

**\*Notices:**

- The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the HCS solicitation for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label or other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.
- Submissions received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of HCS.
- Some submissions may require the Vendor to provide the company name, Tennessee Contractor's license number, expiration date, license classification and company address on the outside of the sealed bid envelope in accordance with TCA 62-6-119. Where this is requested within the project documents the Vendor is solely responsible for compliance with this request.

**PLEASE PRINT CLEARLY**