

Warren County
SCHOOL NUTRITION PROGRAM
Ice Cream Products BID

GENERAL

The Warren County Board of School Commissioners, through its School Nutrition Department requests price quotes/bids on the attached list of Ice Cream Products. The items are to be purchased and used in 10 Warren County School Nutrition Programs. The objective of this bid is to select suppliers providing for open and free competition, comparability, and documentation of all purchases.

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

Please note that this document represents the GENERAL BID CONDITIONS.

BID PERIOD

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

Sealed written bids will be received no later than 10:00 AM CST on May 19, 2015 to the following address:

Warren County Finance Department
201 Locust Street, Suite 2
McMinnville, Tennessee 37110
Attn: Linda Hillis

Postmark on the Bid by this date will not suffice. Bid must be received on/or before the date and time stated. Faxed bid documents will not be accepted.

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

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions
- Demonstrate successful past performance

A potential bidder may be rejected for one or more of the following reasons:

- Inadequate or unacceptable product lines
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate truck fleets to handle predicted volume of goods
- Inadequate sanitation
- Documented unacceptable product

BID AWARD

Bids are to be opened at 10:00 AM CST on May 19,2015. Only the bottom line total figure will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.

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

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

Warren County School System reserves the right to accept or reject any or all bids. All bidders will be notified in writing of the bid award.

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

1. A meeting with the School Nutrition Directors participating in the bid, the hearing official and representatives from the disputing party to discuss and resolve the complaint will be scheduled within 15 days of the protest.
2. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered. In the event purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.
3. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor with proof of delivery required. The letter will advise the protestor that he has a right to an additional review. An additional review request must be written and addressed to the school board no later than 10 days from proof of delivery of first decision letter.

BID RENEWAL

The Warren County School System reserve(s) the right to renew all aspects of the bid one year at a time for an additional two (2) years based on a firm fixed price. Warren County School System reserve(s) the right to add/or delete products during the contract period. Pricing for added products will be based on a comparison of pricing offered by vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. Warren County School Nutrition will notify the contractor of their intention to renew this contract no later than May 1 of the current school year. A written response will be due from the contractor no later than May 15 of the current school year.

BID PREPARATION

All bids must be complete, showing the brand or trade name of each item and the price of the unit to be shipped. If the unit to be shipped is different from the one listed, the bidder must state the shipping unit on which a price is quoted. Vendor should list ONLY one brand per item. Any brand requested is not an indication of limiting brands. Any items that do not require a brand must meet specifications. **Labels must be available at the bid opening to determine if specifications are met.** The supervisor may request samples to determine an equal status.

Bids may be submitted on generated computer form, but the generated computer printout is only acceptable if it is in the same order as the submitted bid form. All bids must be sealed in an envelope, plainly marked on the outside with the words: **"School Nutrition-Ice Cream Bid."** An authorized official of the vendor must sign the bid form in ink, indicating title, to show proof of his/her authority to bind his/her company contractually. No fax copies will be accepted.

If the bidder uses a generated computer printout, items must be listed in the same order as the original document. All items should be listed, even if the bidder does not bid on an item. Pack, size and/or

brands must be clearly indicated on the bid form before it is considered. We prefer that all bids be submitted type written or computer generated.

Quote prices only if merchandise is available and can be delivered during the contract period. **DO not bid special items.** If an error is made in quoting the price, or items are not available after the bids are opened, the Warren County School Nutrition Supervisor reserves the right to award the contract to the qualified vendor. If during the bid period, a vendor cannot supply an item, the Warren County School Nutrition Supervisor or her designee **MUST** be notified before a substitution is made. Substitutions will not be accepted unless authorized by School Nutrition Supervisor or Cafeteria Manager in the SNP Supervisor's absence. Any items delivered that were not authorized by School Nutrition Supervisor or her designee will be picked up at the vendor's expense and proper credit issued to the school where deliveries were made. In the event a critical item is not received, the School Nutrition Supervisor may purchase the item from another source. At the end of two weeks, if any item is still being marked out, the bid may be re-awarded.

Errors discovered after public opening cannot be corrected, and bidder will be bound to honor the bid if offered.

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

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

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

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall at once request clarification from Sandy Dawes, School Nutrition Director.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by May 19, 2015, to Warren County Finance Department, 201 Locust Street, Suite 2, McMinnville, Tennessee, 37110 to the attn. of Linda Hillis. Item cost must include delivery to schools.

The bid document, contract agreement, debarment/suspension certification statement, certificate of lobbying, and Buy American waiver form must be filled out and signed. All original forms must be signed

by a person with authority to bind the bid. The Bid must be sealed in an envelope that is labeled according to the directions stated below.

Mark Bid: **Ice Cream Bid**
BID: Warren County School Nutrition
ATTN: Linda Hillis

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

Mail Sealed Bid to: **Warren County Finance Department**
201 Locust Street, Suite 2
McMinnville, Tennessee 37110
Attn: Linda Hillis

Warren County Schools will award the most responsive and responsible vendor based on the **LOWEST prices**, and Warren County Schools will provide minority firms, small businesses, women's business enterprises, the disadvantaged businesses, and labor surplus area businesses the opportunity to do business with the School Nutrition Program. **After meeting all general and specific bid conditions as a qualified vendor, PRICE is the sole determination for the award of the bid**

SPECIAL DELIVERY Requirements

- All ice cream and frozen products are to be kept at proper temperature (0 degrees F or less) during delivery. Deliveries are to be placed in the storage area designated by the school cafeteria manager or designee. The person delivering the ice cream must have an appointed person in the cafeteria to check with the deliveryman as the ice cream is put into the storage area. Ice cream is rotated by person making delivery and out of date product removed and credited.
- All products covered by this contract are to be processed and delivered under the most sanitary conditions. Products must be transported in an environment free from other foods and items that might cause odor transfer. Delivery must be made a minimum of once a week, unless special arrangements are made and agreed upon between the vendor and cafeteria manager. A delivery schedule will be given to the supervisor within 10 days after bid is awarded.
- Each delivery must be accompanied by a legible delivery receipt, with cost per item on it and the total of each item. EACH DELIVERY TICKET MUST BE SIGNED BY THE MANAGER OR DESIGNEE.

PRICING

- Each item is listed two times. When (CB) is listed in the description, this stands for schools that have an Ice Cream Company box. When (SB) is listed in the description, this stands for schools that own their boxes. Bidders shall enter the price per unit for all items listed in the designated column.
- Six schools have their own ice cream freezers. These schools are: Centertown, Dibrell, Eastside, Morrison, Hickory Creek, and the High School. Four schools have vendor owned ice cream freezers. They are: Irving College, Bobby Ray, and the Middle School. Vendors shall furnish a bid price for both vendor owned equipment and school owned equipment as listed on the bid form. If there is no difference in price, indicate that by submitting the same price for both items listed.

BIDDING and BID EVALUATIONS

- The bid evaluation structure will take in consideration the bid amounts quoted for school owned and vendor owned equipment. Estimated quantities will be listed for schools that own their own equipment and another estimated quantity for vendor owned equipment. The vendor will list a price for each item and an extended price based on price x estimated usage quantity.
- Bid evaluations will be based on a percentage of items bid using a weighted determination. The weighted percentage determination will be based on the estimated usage requested. The bid/quote price will be multiplied by the usage to obtain an item total. All category totals will be awarded based on the sum of all extensions to obtain a fixed bottom line pricing for awarding the bid. For the expanded bid tabulations, when different items, brands, or cases are bid, the bid tabulation will be based on portion serving sizes, not weight. If a vendor fails to bid an item, the highest quoted price (from another vendor) will be used for that item in calculating extensions to obtain a bottom line pricing totals. The entire bid categories are awarded as firm fixed, bottom line tabulation, and as "all or nothing."

EQUIPMENT

- The successful bidder must furnish and maintain ice cream freezer boxes to the following schools: Bobby Ray Elementary, Irving College Elementary, West Elementary, and Warren County Middle School.
- Should school owned freezers fail during the year, the vendor will provide freezers for the school to use for the remainder of the bid period.

VENDOR PERFORMANCE and Breach of Contract

Any breach in contract may occur if either party acts outside of the signed contract or agreement. The breach of contract will take place prior to the termination for cause. Remedies for breach of contract are listed in section B. If remedies fail, then Termination for Cause may occur.

The Warren County School Board reserves the right to terminate this contract in whole or in part after notification in writing. Examples may include:

A. If a product was not specified, the following termination procedures and the basis for any settlement for all procurement over \$10,000 will take place:

1. All items will be inspected upon arrival at the school. If any articles are found to be defective or otherwise not in conformity with the specifications, the cafeteria manager in the affected school shall have the right to reject items. It will be the responsibility of the vendor to defray any costs involved in the delivery and return of rejected articles.
2. 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 Contractor agrees to promptly reimburse schools for excess costs incurred by such a purchase.
3. The School System retains the right to check compliance on any item. A sample selected at random of the product may be shipped to a USDA Acceptance Laboratory for verification of the USDA quality grade

or labeling. Compliance for yield will be made by the School Nutrition Supervisor and cafeteria personnel on a random basis. If the analysis indicates that the product meets the USDA quality grade and/or yield specifications, the School System will bear the cost. If the analysis indicates the product does not meet USDA quality grade and/or yield specified, the vendor will bear the cost of the analysis.

B. Any one or combination of penalties for failure to perform listed as follows may be used:

1. Replacement of rejected items with product approved by School Nutrition Supervisor or her designee. Any replacement MUST BE "EQUAL" PER SPECS AND PRICING.

2. Cost adjustment

3. Termination of contract in whole or part

4. Suspension from future bidding (for one contract period)

5. Legal action and civil penalties

6. Criminal action

C. TERMINATION: Warren County Schools reserves the right to terminate this contract after written notification to the vendor. The written notice will be at least thirty calendar days prior to the termination date. In the event of termination, Warren County Schools will not be liable for any costs other than the costs of items delivered and accepted prior to the termination date.

The vendor will be given an opportunity to respond to a product complaint.

1. A written complaint will be sent from Warren County School Nutrition Department
2. The vendor will issue a written reply.
3. If the Warren County Schools determines a product dispute is not resolved, a 30 day termination notice of the product will be issued.

In the event a vendor refuses to service a school in Warren County, the entire contract will be affected and considered breach of contract.

D. Termination for Convenience may occur with due notice from either parties involved. The notice must be in writing 30 calendar days prior to actual contract end.

Reprots and Data Sheets:

Nutrition Labels for ALL food items must be available at time of bid. These sheets may be submitted in non-paper form (for example- computer disk or computer website.

Contractors may be required to submit product utilization reports to the Warren County Nutrition Director at the end of a contract period. When contracts are issued on an annual basis, utilization reports shall be requested by the Warren County School Nutrition Director by April 5 of each year. These reports shall be submitted for total quantity delivered per item in terms of bid units. Utilization reports shall represent the timeframe of July 1- March 31. Invoices must have company name, date of delivery, item description, item unit price, expanded price for quantities ordered, invoice number, and total of the order.

Invoices and Statements:

An invoice for the purchase of items must accompany each each delivery and be signed by a Cafeteria Manager of designee. Unsigned invoices will not be paid. If an item must be returned or is rejected, the invoice must be signed by the manager and the person delivering the items. Invoices should be in duplicate. Invoices must have company name, date of delivery, item description, item unit price, expanded price for quantities ordered, invoice number, and total of order.

All monthly statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH, which is the date through which billing should be made. The statements are to be sent to the School Nutrition Director or School Nutrition Bookkeeper at The Warren County Board of Education, 2548 Morrison Street, McMinnville, Tennessee 37110. Bills must be sent as soon after the last day of the month as possible. Payment will be made to the vendor when the contract has been met and verified, and has met the system's procedures for payments.

Every effort will be made to pay all invoices within fifteen working days of receipt of statements.

The Warren County Board of Education is a governmental agency and is therefore tax exempt. If a Tax Exempt Certification is required, please so state on the bid agreement form and appropriate certificate will be furnished to the successful bidder.

Regulation Compliance:

1. **Executive Order 11246, "Equal Employment Opportunity."** Applies to all contract in excess of \$10,000 by grantees and their contractors of sub grantees shall comply with Executive **Order 11246, entitled "Equal Employment Opportunity,"** as amended by Executive Order 11375 (October 13, 1967) and Department of Labor Regulations (41 CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State, ds Department of Labor.
2. **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; Environmental Protection Agency regulations.
3. **Energy Policy and Conservation Act.** Applies to all contracts. Contracts must contain appropriate mandatory standards and policies relating to energy efficiency that are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163,89) Atatute 871) (PL94-165).
4. **Encouraging Small and Minority Owned Buissnesses.** 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.
5. **CFR Part 3018, Restrictions on Lobbying.** Applies to contracts and renewals in excess of \$100,000. Contracts must comply with the certification and reporting requirements of 7 CFW 3018.
6. **7 CFR part 3017, Suspension and Debarment.** Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential contractor must certify eligibility by signing the included form.
7. **Buy American Provisions.** Applies to contracts involving all food (including spices, tea, coffee, etc.) acquisitions using nonprofit food service account funds must contain provisions meeting

requirements of the "Buy-American Provisions, Policy Memorandums 210.21-14 and 220.17-01." Warren County Schools will purchase domestically grown and processed foods, to the maximum extent practicable. There are two situations which may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality
- 2) Competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product

Determination to purchase non-American products will be done by the Warren County School Nutrition Department based on availability or being cost prohibitive. Refer to the included Buy American Waiver.

8. **7 CFR 3016.60, Drafting of Bid Specifications:** Requires that any person that develops or drafts specifications, requirements, statements of work, invitations for bid, requests 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.
9. **7 CFR 3016.4(b), 3016.36 (c) (2), Local Geographical Preferences:** Local geographical preferences shall be prohibited as specified in 7CFR Part 3016, and prohibits the use of statutorily or administratively imposed in-state or local preferences.
10. **Food, Drug, and Cosmetic Act, 1938, amended 1990, 21 CFR part 100; Nutrition Labeling and education act of 1990; and the Agricultural Marketing Act 1953, amended 1857:** The vendor will responsibly supply goods for Warren County Schools meeting the listed regulations meeting standards of identity, quality and fill; grades of food; and product definition.
11. **Background Check:** 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: © Delivery or pick-up service providers where those services involve only scheduled visits under supervision of school personnel.
12. **Discovery Rights:** After purchasing your product the Warren County School Nutrition Department will be the sole user. The Warren County School Nutrition Department will respect the patent and copyright of your product and will not share with any other entity.

Records:

- A. Record Retention: Records must be retained for at least the Federal retention period of three years; however, records must be retained longer:
 1. Until all pending matters, are resolved. Pending matters include contract disputes, audits, investigative and review findings.
 2. The Federal record retention period begins with the alter of the date:
 - a. The final payment is made under the contract;
 - b. The contract concludes
 - c. The claim for reimbursement for the fiscal year in which the contract concludes is submitted.
 3. For renewable contracts, records of the initial procurement through the conclusion of the final renewal must be maintained.

4. Record's access: The final 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 SFA, whichever is sooner. Duly authorized representatives of the LEA/SFA of the School Food Authority, State Agency and its authorized agents, 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.
5. Documentation: All aspects of each procurement, including the rationale for the procurement method selected, contract type selected and basis for contract price, must be documented. All records documenting the procurement history, including extensions and renewals, must be retained for the greater of the State or The Warren County Schools 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 Warren County School Authority from effectively responding to bid protests and contract disputes.

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds. All bidders and their agents will abide by all of the rules and regulations for personal conduct while they are on a Warren County Schools campus.

- 1) No employee, officer or agent of the Warren County School Nutrition Program shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved. The appearance of a conflict of interest, even if none actually exists, still brings the integrity of the members of the Warren County School Nutrition Program's procurement process into question. Professional, social and personal activities and actions that compromise the School Nutrition Program's integrity must be avoided at all times. Real and apparent conflicts of interest exist when:

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

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

- c. Any legal action necessary.

Protest Procedures:

Vendor Conflict Resolution

(Reference: 7CFR, 3016.36 Procurement, (b) (11) & (12))

“(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgement, for settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgement for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having the proper jurisdiction.”

“(12) Grantees and subgrantees will have a protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by Federal agency will be...”etc...

In the event that a vendor has a complaint concerning the bid conditions, bid process or award of the bid, the complaint must be directed to Dr. Sandy Dawes, Warren County School Nutrition Director. The State Agency will be notified within three working days of the complaint. 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 Warren County School Nutrition Director cannot resolve the complaint, the complaint will be presented to Mr. Bobby Cox, The Director of Warren County Schools for resolution between the vendor and Warren County School Nutrition Program.

In the event the purchases must be made for school meals before the final decision is rendered, all employees will be notified that they cannot purchase under this procurement until a final decision is rendered and the emergency purchase procedures established by the school system will be used.

Required Forms:

The included forms that must be returned as part of the bid package:

1. Certification Regarding Debarment
2. Certification Regarding Lobbying
3. Certification Regarding Buy American (if applicable): NOTE: ALL ITEMS MUST BE LISTED ON THE BUY AMERICAN WAIVER IF THEY ARE NOT PRODUCTS (MADE AND MANUFACTURED) IN THE UNITED STATES.
4. Actual Bid and Quote Documentation(on included form or computer generated in order of bid specifications)
5. Contract Agreement Form
6. The nutrition label is part of the bid package and must be available at time of bid opening.

“The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual’s income is

derived from any public assistance program, or protected genetic information in employment or in any program activity conducted or funded by the Department.” (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA program Discrimination Complaint Form, found online at <http://www.ascr.usda.gov/complaintfilingcust.html>, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410, by fax (202)690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-6136; or (800) 845-6136 (in Spanish).

“USDA IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.”

W.C. Stock No.	Item Description	Anytime a Brand is Specified, You May Bid An Equal. Ice Cream Bid Specifications	Bid Quantity	Vendor Stk. No	Pack Size	Bid Price	Extended Price
1299	IC Orange Sherbet Cup (CB)	Ice Cream; Orange Sherbet Cup; state pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35%sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	19				
	IC Orange Sherbet Cup (SB)	Ice Cream; Orange Sherbet Cup; state pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35%sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	51				
1301	IC Vanilla Cup (CB)	Ice Cream; Vanilla Cup; state pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35%sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	171				
	IC Vanilla Cup (SB)	Ice Cream; Vanilla Cup; state pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35%sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	267				
1303	IC Fudge Bar (CB)	Ice Cream; Fudge Bar; state pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35%sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	115				

	IC Fudge Bar (SB)	Ice Cream; Fudge Bar; state pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	114				
1307	IC Vanilla Sandwich (CB)	Ice Cream; Vanilla Sandwich; state pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	120				
	IC Vanilla Sandwich (SB)	Ice Cream; Vanilla Sandwich; state pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	127				
1309	IC Push-ups (CB)	Ice Cream; Push-up; state pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	87				
	IC Push-ups (SB)	Ice Cream; Push-up; state pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	175				
		Ice Cream; Sugar Free Stick; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and					

1310	IC Sugar Free Stick (CB)	must not exceed 230 mg of Sodium	0				
	IC Sugar Free Stick (SB)	Ice Cream; Sugar Free Stick; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35%sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	79				
1311	IC Cookies & Cream Bar (CB)	Ice Cream; Cookies & Cream Bar; ; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35%sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	64				
	IC Cookies & Cream Bar (SB)	Ice Cream; Cookies & Cream Bar; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35%sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	122				
1624	IC Crème Bar w/Yogurt (CB)	Ice Cream; Bar with Yogurt; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35%sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	30				
	IC Crème Bar w/Yogurt (CB)	Ice Cream; Bar with Yogurt; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35%sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	41				
		Ice Cream; Strawberry Yogurt Smoothie; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat,					

1625	IC Strawberry Yogurt Smoothie (CB)	35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	13				
	IC Strawberry Yogurt Smoothie (SB)	Ice Cream; Strawberry Yogurt Smoothie; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	19				
1628	IC Cup Chocolate (CB)	Ice Cream; Chocolate Cup; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	146				
1628	IC Cup Chocolate (SB)	Ice Cream; Chocolate Cup; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	303				
1629	IC Firecracker (CB)	Ice Cream; Firecracker; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	22				
	IC Firecracker (SB)	Ice Cream; Firecracker; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	38				

1631	Fudge Stick (CB)	Ice Cream; Fudge Stick; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	1				
	Fudge Stick (SB)	Ice Cream; Fudge Stick; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	15				
1633	IC Fruit Bar (CB)	Ice Cream; Fruit Bar; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	45				
	IC Fruit Bar (SB)	Ice Cream; Fruit Bar; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	61				
1711	IC Scribblers (CB)	Ice Cream; Scribblers; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	19				
	IC Scribblers (SB)	Ice Cream; Scribblers; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230mg sodium	41				

1820	IC Vanilla Yogurt/Raspberry (CB)	Ice Cream; Vanilla Yogurt/Raspberry; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	39				
	IC Vanilla Yogurt/Raspberry (CB)	Ice Cream; Vanilla Yogurt/Raspberry; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	31				
1821	IC Fruit Bar (CB)	Ice Cream; Fruit Bar; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	10				
	IC Fruit Bar (SB)	Ice Cream; Fruit Bar; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	22				
1822	IC Sandwich Mini (CB)	Ice Cream; Sandwich Mini; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	10				
		Ice Cream; Sandwich Mini; pack size and portion size ; must not exceed 35% total fat, 10% saturated fat, no					

	IC Sandwich Mini (SB)	trans fat, 35% sugar, no more than 200 calories, and must not exceed 230 mg of Sodium	10					
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**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion
Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.**

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.**

Organization Name

Bid Number

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

Signature(s)

Date

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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

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

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

By _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____
Name of Grantee

Title of Grant Program

CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

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

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

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

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product. **If the supplier offers a Non-American product due to the fact that he/she feels the cost of the domestic product is significantly higher, then the supplier MUST list a price for the domestic product as well as a price for the Non-American product in the table below (SP14-2012, Procurement Question Relevant to the Buy American Provision; rewrite of the answer to question 3 from SP 20-2006).**

Requested Waiver Items

Product Description	Vendor Item #	American Price	Non-American Price	Reason for Waiver Request
Fruit Cocktail	1503	N/A	\$36.76	1-Domestic to be N/a, Chinese Product
Diced Pears	1546	N/A	\$33.01	1-Domestic to be N/a, Chinese Product
Diced Peaches	1529	N/A	\$35.40	1-Domestic N/A, Greek Product

**use additional pages if needed*

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

Date: 03-16-2015
Vendor Name: IWC Food Service
Completed By: Shannon Pryor