Warren County Board of Education
Administrative Offices
2548 Morrison Street
McMinnville, Tennessee 37110

John R. (Bobby) Cox, Ed. S.
Director of Schools

Telephone: (931) 668-4022
Fax: (931) 815-2685

NOTICE TO BIDDERS

Sealed bids, subject to the conditions contained herein, will be accepted by the Warren County Financial Management Committee at the Warren County Administrative Building, Office of the Finance Department, 201 Locust Street, Suite 2, McMinnville, Tennessee, 37110, up to but no later than 10:00 A.M. CST on Friday, June 20, 2014 and then publicly opened and read for Milk and Dairy Products for the Warren County School Nutrition Department.

For bid specifications or more information regarding bids, please contact Warren County Schools Director of School Nutrition Jean Wix at (931) 668-4022 ext. 246, or Warren County Finance Director Linda G. Hillis at (931) 473-2381 ext. 1001. Copies of this bid are on file and may be obtained at the Warren County School's Administrative Offices or by accessing the websites at www.warrenschools.com or www.warrencountytn.gov and clicking the link for current bids.

The Warren County Financial Management Committee reserves the right to accept or reject any or all bids, to accept or reject any item thereon, to waive any irregularities in the bid or bidding and/or to abandon or postpone this project without any obligation to bidders. The Warren County Financial Management Committee will act as sole judge of the merit and qualifications of vendors and materials offered and accept whatever bid deemed to be in the best interest of Warren County. No bidder may withdraw their bid for a period of sixty (60) days after date set for opening of bids. The Financial Management Committee reserves the right to increase or decrease quantities.

In case of tie bids, Warren County, Tennessee reserves the right to negotiate with bidders.
By submission of this bid, the vendor agrees to all terms and condition stated therein.

Employees of the selected contractor must have a sexual predator background check performed prior to entering any Warren County school grounds as per Tennessee Code Annotated Section 49-5-413.

The vendor agrees to replace any item/device that proves to be defective.

No bids may be sent via e-mail or fax.

Bids will be awarded accordingly as prescribed by law, which states "lowest and best." A Supreme Court ruling states that the discerning of best lies solely on those requesting the bid and not the bidder. No bidder may withdraw their bid for a period of sixty (60) days after date set of opening of the bids.

PUBLIC NOTICE
TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground 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."

Bids must be received by Friday, June 20, 2014 at 10:00 A.M. Central Time to be considered.

Please return sealed bids to: Warren County Financial Management Committee
C/O Warren County Finance Department
Warren County Administrative Office Building
201 Locust Street, Suite 2
McMinnville, Tennessee 37110

Pursuant to T.C.A. § 50-9-114, Warren County, Tennessee has adopted a Drug & Alcohol Testing Program and is required to include this information in our bid specifications. Warren County, Tennessee requires Alcohol and Controlled Substances testing for Safety-Sensitive Positions as required by the Federal Omnibus Transportation Employee Act of 1991 and related United States Department of Transportation rules and regulations set forth in 49 CFR Federal Regulations Parts 40 and 382. BIDDERS MUST SUBMIT AN AFFIDAVIT THAT THE BIDDER OPERATES A DRUG AND ALCOHOL TESTING PROGRAM WITH REQUIREMENTS AT LEAST AS STRINGENT AS THAT OF THE PROGRAM OPERATED BY WARREN COUNTY, TENNESSEE.

BID NOTICE

Sealed bids, subject to the conditions contained herein, will be accepted by the Warren County Financial Management Committee at the Warren County Administration Building, Office of the Finance Department, 201 Locust Street, Suite 2, McMinnville, Tennessee, 37110, up to but no later than 10:00 A.M. CST on Friday, June 20, 2014 and then publicly opened and read for Milk and Dairy Products for the Warren County School Nutrition Department.

Bid packets will be available Friday, June 13, 2014.

For more information and bid specifications contact Jean Wix at 931-668-4022 ext. 246, or visit the websites at www.warrenschools.com or www.warrencountytn.gov and click the link for current bids.

BID DEADLINE IS at 10:00 AM CST on June 20, 2014.

USDA is an equal opportunity provider and employer.

WARREN COUNTY

SCHOOL NUTRITION PROGRAM

Milk and Milk Products BID

GENERAL

Attached are instructions and conditions for submitting a Milk/Milk Products Bid for Warren County Schools.

The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability. This is a firm fixed price bid to be awarded by total bottom line.

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

BID PERIOD

The bid period begins July 1, 2014 and ends June 30, 2015.

Sealed written bids will be received no later than 10:00 AM CST on Friday, June 20, 2014 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 June 20, 2014. 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 cost for the system. by total bottom line It is the intent of the Warren County Schools 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 Schools 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.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.

BID RENEWAL

Warren County Schools reserve the right to renew all aspects of the bid one year at a time for an additional four (4) years based on a firm fixed price. Warren County Schools reserve 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 Schools will notify the contractor of their intention to renew this contract no later than April 15 of the current year. A written response will be due from the contractor no later than April 30 of the current year.

The School Nutrition Department will consider renewals of this contract with price re-determination no less than 60 days before expiration of the contract. A request for renewal will be sent to contracted vendor. Any items on the bid that were not subject to automatic escalation/de-escalation can be re-determined. If the vendor desires to renew the contract AND wishes to re-determine bid prices they must notify the School Nutrition Department in writing within fifteen (15) days of receiving the request. The vendor should return the signed request for renewal accompanied by a petition for price increases and/or decreases. The total projected cost of price increases and decreases multiplied by the projected usage for each item cannot exceed the percent change in the Consumer Price Index – All Urban consumers, U.S. Food and Beverages from the last posted PPI. A calculation will determine the percent change at time of price increase request and no price increases above this percent will be allowed.

BID PREPARATION

All bidders must hold pricing for fluid milk products for a minimum of 30 days from bid date. Pricing for fluid milk products must be based on June 1, 2014. Pricing for fluid milk products can escalate or de-escalate in accord with changes in the Dairy Farmers of America Southeast Council monthly report on Class I Skim Price per cwt. This price must be tied directly to the Federal Milk Order announcement for the Southeast Federal Order #7, Atlanta geographical zone. Prices for milk delivered can be escalated or de-escalated at the rate of $.001 per half-pint for each full $.15 increase in the index. Any changes (up or down) in prices must be announced to the school district as soon as they are available. Suppliers are requested to submit the following: 1) EACH MONTH: A copy of calculations used to arrive at the monthly price accompanied by the DFA monthly report. (2) EACH MONTH: A copy of the Federal Milk Order for the Southeast Federal Order #7, Atlanta geographical zone at the time of the bid.

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 will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

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

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

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

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

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall at once request clarification from Jean Wix at 931-607-6380.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by June 20, 2014 at 10:00 AM CST, to Warren County Finance Department, 201 Locust Street, Suite 2, McMinnville, Tennessee 37110 Attn: 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: Milk Bid

BID: Warren County School Nutrition

ATTENTION: Linda Hillis

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

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

ORDERS

All orders will be placed with a company representative by the cafeteria manager or her designee at the time of delivery for the next delivery. Vouchers with firm fixed prices will be used after the formal bidding process.

DELIVERY

- A delivery day/schedule will be agreed upon by the Warren County School Nutrition Supervisor and the successful vendor. Any changes to the agreed delivery schedule must receive prior approval from the School Nutrition Supervisor.
- Deliveries shall be made to the school Monday thru Friday between the hours of 6:30 a.m. and 2:00 p.m. Exceptions to this time frame must be approved on a case by case basis by the School Nutrition Program Supervisor . Deliveries shall **NOT** be made after 2:00 p.m. Managers will not be expected to extend working hours to receive late deliveries!
- Products must be delivered inside the cafeteria/food preparation area. The manager or designee will check the items delivered against the requisition/purchase order and invoice at the time of delivery with both the manager or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods.
- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and repace any products that are damaged, stale, or out of date, at no charge.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- Each School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- Delivery schedules will be altered to meet holiday and inclement weather schedules. Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and the successful contractor. The calendar for the school year is included in the bid packet.
- Adjustments for inclement weather, national or local emergencies will include each school utilizing any product delivered prior to the school closing. The system will notify the vendor as soon as possible about necessary delivery delays.
- Each School Nutrition Program reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition, and suitable for hauling of all items.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.

VENDOR PERFORMANCE

If the Vendor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Warren County Schools may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Vendors with poor performance will be notified at the time of such performance and be given

opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse schools for excess costs incurred by such a purchase.

Reasons for product rejection may be any one of the following:

- Quality
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications

BREACH

A party shall be deemed to have breached the contract if any of the following occurs:

1. Failure to provide products or services that conform to contract requirements or
2. Failure to maintain/submit any report required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract
4. Violation of any warranty

SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of breach, the School system may take any one, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School System(s) determines that the Vendor has cured the breach, shall never be paid to the Vendor;
3. Set off against any other obligation the School System(s) may owe to the Vendor any damages the School System(s) suffers by reason of any event of breach;
4. Treat the contact as materially breached and pursue any of its remedies at law or in equity, or both.

CONTRACT TERMINATION FOR CAUSE

If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the Warren County School System shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

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

CONTRACT TERMINATION FOR CONVENIENCE

The School District may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System. The School System must give notice of termination to the Vendor at least 30 days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

INVOICES AND STATEMENTS

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

A minimum of two (2) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee; show purchase order number, quantity, and price of each item delivered and total amount of the order. **Unsigned invoices will not be paid.** If an item must be returned or is rejected, the invoice must be signed by the manager or designee and the person delivering.

At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to the following addresses:

2548 Morrison Street, McMinnville, Tennessee 37110, Attn: School Nutrition Bookkeeper

PAYMENTS

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

All schools serviced under this contract are tax exempt.

BUY AMERICAN REQUIREMENT

The "Buy American Requirement" requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note this rule applies to "Private Labels" as well as other labels. The legislation defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This sytem requests that vendors denote on their bid document products that do not meet this requirement by putting an asterisk to the left of the item number on the bid document and listing the item, country of origin and reason why Buy American is not possible on the Buy American Waiver.

REGULATION COMPLIANCE

- All contracts awarded in excess of $10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over $100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over $100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over $25,000.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

RECORDS

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

REPORTS

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

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

CODE OF CONDUCT

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

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

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

a. The employee, officer or agent
b. Any member of the immediate family
c. His or her partner
d. An organization which employs or is about to employ one of the above.

2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

3) Penalties for violation of the code of conduct of named School Nutrition Program should be:
   a. Reprimand by Board of Education;
   b. Dismissal by Board of Education;
   c. Any legal action necessary.

USDA is an equal opportunity provider and employer.

Warren County Stock Number	Item Description	ANYTIME A BRAND IS SPECIFIED, YOU MAY BID AN EQUAL BRAND. Milk Bid Specifications	Bid Quantity	PURITY Vendor Stk. Number	Pack Size	Bid Price
1098	Milk, Buttermilk, 1 Gallon	Buttermilk; 1 gallon size, Fat Free	15		1 gal.	
1194	Cheese, Cottage	Cottage cheese; Low fat; 5 pound container; ship size 1 container	14		1/5 lb.	
1344	Milk, Skim, Gallon	Milk; non-flavored; Skim; 1 gallon	124		1 gal.	
1345	Milk, Chocolate, Carton	Milk; chocolate flavored; Fat Free; 1/2 pint paper carton	550,500		Each	
1349	Milk, Sweet Acidophilus	Milk; Sweet Acidophilus; un-flavored; not more than 1% fat; 1/2 pint; paper carton	215,000		Each	
1518	Sour Cream	Sour Cream; Light; 5 pound container; ship size 1 container	30		1/5 lb.	
1622	Milk, 0-Plus	Milk; un-flavored; 0-plus; 1/2 pint; paper carton	21,000		Each	
1348	Milk, Strawberry, Carton	Milk; strawberry flavored; 0 fat; 1/2 pint paper carton	70,000		Each	
1828	Milk, Buttermilk, 1/2 Gallon	Milk, buttermilk; fat Free, 1/2 gallon	15		1/2 gal.	
1830	Milk, Skim, 1/2 Gallon	Milk; Skim; 1/2 gallon	50		1/2 gal.	
	Milk, Vanilla, Carton	Milk; vanilla flavored; Fat Free; 1/2 pint paper carton	50,000		Each	
				Total		

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

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(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.**

Requested Waiver Items

Product Description	Vendor Item #	American Price	Non American Price	Reason for Waiver Request

**use additional pages if needed*

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

Date

Vendor Name

Completed By

Warren County Schools
Milk Bid
Contract Agreement

We have carefully examined and fully understand the General Bid conditions in furnishing the Warren County Schools Bid prices for items requested.

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

_____ _____

COMPANY REPRESENTATIVE

_____ _____

ADDRESS CITY, STATE, ZIP CODE

_____ _____

TELEPHONE DATE