

# INVITATION TO BID AND CONTRACT AWARD



BLOUNT COUNTY PURCHASING DEPARTMENT  
385 COURT STREET  
MARYVILLE, TENNESSEE 37804-5906

**INVITATION TO BID**

**RETURN BID IN SEALED ENVELOPE**  
*(Bidder to complete all blanks)*

The undersigned agrees, if this bid is accepted within the time frame specified herein, to furnish all supplies/services described or specified, at the prices quoted beside each item in strict accordance with the bid specifications. Delivery shall be made within \_\_\_\_\_ days after receipt of notice to proceed or receipt of a Blount County Purchase Order signed by the Purchasing Agent and County Financial Officer.

Payment Terms shall be \_\_\_\_\_% \_\_\_\_\_ days (Offers of less than 20 days will not be considered in bid evaluation)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date and Phone Number

**PUBLIC OPENING OF ALL BIDS WILL BE HELD AT THE DATE AND TIME LISTED IN THE PURCHASING DEPARTMENT, ROOM 319, AT THE BLOUNT COUNTY COURTHOUSE 385 COURT STREET, MARYVILLE, TN 37804-5906.**

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Bid No: 2010-2098 Title: Ice Cream Products for Blount County Schools

Bid Deadline Date & Time: September 15, 2010 at 1:30 p.m. Buyer: Lauri Bell, Contract Administrator Phone: (865) 273-5740

Date Issued: <p style="text-align: center;">September 03, 2010</p>	F.O.B. Point - Destination: <p style="text-align: center;"><i>Various locations (see page 18-21)</i></p>	This Bid is : <input checked="" type="checkbox"/> Formal <input type="checkbox"/> Informal  <input checked="" type="checkbox"/> Other: One year with option to renew annually for 4 additional years.
One Time Purchase	One Year Fixed Price Contract	

**BID DEPOSIT REQUIREMENTS**

None Required.      Check or Bond \$ \_\_\_\_\_ (See General Conditions Enclosed).

**PERFORMANCE BOND**

None Required.      To be submitted in amount of \_\_\_\_\_ % of contract total.

**SAMPLES**

Not Required.      To be submitted with Bid.       Submitted upon request.

**NUTRITIONAL INFORMATION**

Not Required.       To be submitted with Bid.      To be submitted on Brand Substitutions only.

BLOUNT COUNTY, TENNESSEE General Conditions and Instructions to Bidders are incorporated herein by reference.

*To be completed by Blount County:*

**CONTRACT AWARD**

Date: \_\_\_\_\_ Contract No: \_\_\_\_\_ Contract Period \_\_\_\_\_ to \_\_\_\_\_

The above bid is accepted in the amount of \$ \_\_\_\_\_ as pertains to item(s) \_\_\_\_\_  
Authorization to furnish supplies/services will be made via: Purchase Order or Blanket Order as appropriate, signed by the County Purchasing Agent or other designated personnel.

BLOUNT COUNTY, TENNESSEE

Contract Renewal: \_\_\_\_\_  
Contract Renewal: \_\_\_\_\_  
Contract Renewal: \_\_\_\_\_  
Contract Renewal: \_\_\_\_\_

BY \_\_\_\_\_  
BOE Approval: \_\_\_\_\_

**ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS  
TERMS AND CONDITIONS OF INVITATIONS FOR BIDS**

**1. AWARD**

The right is reserved, as the interest of the County may require, to reject any and all bids and to waive any informality in bids received. The county may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified. The County reserves the right to make an award on any item for quantity less than the quantity bid upon at the unit price offered unless the bidder specifies otherwise in his bid. The contract shall be awarded to that responsible bidder whose bid, conforming to the Invitation to Bids (ITB), is lowest in price. An award mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid results in a binding contract without further action by either party. If a prospective vendor does not agree with the contract award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Blount County Purchasing Agent and received no later than seven (7) days from contract award date. Blount County will disclose the dispute to the Tennessee State Department of Education, School Nutrition Office.

**2. PREPARATION OF BIDS**

(A) Bidders are expected to examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.

(B) Each bidder shall furnish all information required by the Invitation. The bidder shall sign the Invitation; erasures or other changes shall be initialed by the person signing the offer. Bids that are submitted on forms other than the enclosed forms are subject to disqualification.

(C) Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the schedule continuation sheet for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.

(E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.

(F) Time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

**3. EXPLANATION TO BIDDERS**

Any explanation desired by a bidder regarding the meaning or interpretation of drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before submission of their bids. Oral explanation or instructions given to a prospective bidder concerning an Invitation will be furnished to all prospective bidders as an amendment to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders.

**4. ACKNOWLEDGMENT OF AMENDMENTS**

Receipt of an amendment to an Invitation by a bidder must be acknowledged on the bid form.

**5. SUBMISSION OF BIDS**

(A) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the Blount County Purchasing Department, 385 Court Street, Maryville, Tennessee 37804-5906. The bidder shall show the Bid Number, the bid deadline date and time specified in the Invitation, and the name and address of the bidder on the face of the envelope.

(B) Samples of items, when required, must be submitted within time specified and unless otherwise specified by the County, at no expense to the County. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified in the Invitation.

(C) Blount County does not accept bids by facsimile or any electronic transmission.

**6. FAILURE TO SUBMIT BID**

If no bid is to be submitted do not return the Invitation unless otherwise specified. A letter or post card should be sent to the issuing office advising whether further invitations for the type of supplies or services covered by this Invitation are desired. Failure of the recipient to submit a bid or to notify the issuing office that further requests are desired may result in a removal of the name of such recipient from the mailing list for the type of supplies or services covered by the Invitation.

**7. MODIFICATION OR WITHDRAWAL OF BIDS**

Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact time and date specified for the bid deadline, provided the County is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the deadline. The telegraphic communications should not reveal the bid price but should provide the additional subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the Invitation, but only if the withdrawal is made prior to the exact time and date set for the bid deadline. Telephonic invitations to withdraw a bid will not be considered.

**8. LATE BIDS AND MODIFICATIONS**

It is the responsibility of the bidder to deliver his bid or bid modification on or before the bid deadline date and time. Late bids will be returned to the bidder unopened.

**9. SELLER'S INVOICES**

Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: contract number (if any), purchase order number, item number, description of supplies or services, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to Blount County Schools Central Office, Attn: Accounting, 831 Grandview Dr., Maryville, Tennessee 37803.

**10. BID DEPOSITS**

- Bid deposit not required
- Bid deposit required – note the following:

The bidder will furnish a bid deposit in the form of a bond, certified check, company or personal check, cash or bank draft in the amount of \$ \_\_\_\_\_ made payable to the Blount County Trustee, for the measure of the liquidated damages which the County will sustain and the proceeds thereof will become property of the County if for any reason the bidder:

(A) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the County, whether or not the bidder at the time of such withdrawal has been designated as a successful bidder; or

(B) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the County within \_\_\_\_\_ days a Performance Bond, if required; and the written agreement, formally evidencing the times of the Invitation to bids and his bid as submitted.

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The bidder further agrees that the County will have the right to retain the bid deposit for a period of sixty (60) days from the date of the opening of the bids. The bidder does further agree the amount of the bid deposits set down herein before to be firm for the above named period. At the expiration of said time, or earlier at the option of the County, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the County as liquidated damages for one the reasons stipulated.

**11. PERFORMANCE AND PAYMENT BOND**

- Performance and Payment Bond not required
- Performance and Payment Bond required – note the following:

The successful bidder will furnish a Performance and Payment Bond made payable to Blount County Trustee in the form of a bond, certified check, cash or bank draft of equal amount to the bid. This bond, in part or all, is to be forfeited to the County in the event that the terms of the Contract are not met in total by the successful bidder.

**12. COMPLIANCE WITH LAWS**

The bidder shall comply with all laws relating to sale of and purchases by County Governments insofar as they pertain to the purchase made under this contract.

**13. QUALIFICATIONS OF BIDDERS**

The County may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**14. SUBCONTRACTS**

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

**15. MATERIAL AVAILABILITY**

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bids and delivery time. It is the responsibility of the bidder to notify the County liaison immediately if material specified is discontinued, replaced, or not available for an extended period of time.

**16. DELIVERY**

Indicate delivery in calendar days after receipt of order (ARO): \_\_\_\_\_. This delivery is firm and must be met. Invitation for extensions will not be considered except as noted under Clause 9 under Terms and Conditions of Purchase. Performance bonds, when required, will be assessed for late delivery.

Delivery will be f.o.b. destination; this will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. Delivery f.o.b. destination will be to the following location: see F.O.B. Point – Page 1.

**17. FEDERAL TAX AND STATE SALES TAX**

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon request of the Contractor.

**18. GUARANTEE**

The bidder guarantees that the item is of first quality throughout and complies in all respects to the standards regularly sold by the manufacturer in the lines ordered. All items to be guaranteed for one (1) year after date of acceptance or if the manufacturer prescribes a

guarantee of greater duration, the latter time period of the guarantee will control.

**19. PLEASE NOTE**

The Blount County Government hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority firms, women's business enterprises and labor surplus area firms will be afforded full opportunity to submit bids in response to this Invitation and will not be discriminated against on the ground of age, race, color, religion, national origin, sex or disability in consideration for an award.

Blount County Government is an equal opportunity affirmative action employer, drug-free with policies of non-discrimination on the basis of race, religion, color, national or ethnic origin, age, disability or military service.

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**1. DEFINITIONS**

A. The "County" is Blount County, Tennessee, and includes its designated representatives.

B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier" in the contract and includes their designated representatives.

C. The "Specifications" includes instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.

D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.

E. "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays.

F. The NIGP *Dictionary of Purchasing Terms*, Second Edition, 1974, published by the National Institute of Government Purchasing, will govern on questions as to any other definition in this contract.

**2. CONTRACT TERMS**

The performance of this contract shall be covered solely by the terms and conditions set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the seller at any time and the acceptance by the County of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this contract. Any different or additional terms, other than those herein, contained in the seller's acceptance are hereby objected to.

**3. TRANSPORTATION CHARGES**

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

**4. PACKAGING**

The County will not be liable for any charges for drayage, packaging, cartage, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

**5. INSPECTION AND ACCEPTANCE**

No material received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon initial inspection, or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges. Such right to return offered to the County arising from the County's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the County may have therefore.

**6. WARRANTY**

The seller expressly warrants that all articles, material, and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall

not be deemed waived either by reason of the County's acceptance of said material or goods or by payments for them.

**7. PATENTS AND COPYRIGHTS**

The seller guarantees that the article described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyrights and seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent or copyrights by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

**8. QUANTITIES**

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

**9. ACTS OF GOD**

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

**10. INVOICES**

Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

**11. BANKRUPTCY OR INSOLVENCY**

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

**12. COMPLIANCE WITH APPLICABLE LAWS**

The seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipally or any other governmental authority or agency in the manufacture or sale of the items covered by this order.

**13. TIME OF DELIVERY**

To insure adequate service level to the people, Blount County requires that all goods ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

**14. NOTICE AND SERVICE THEREOF**

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted, by certified or regular mail, to said contractor or his authorized representative on the work.

**15. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party

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the contract will forthwith be physically amended to make such assertion or correction.

**16. TERMINATION OF CONTRACT**

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgment and discretion of the Purchasing Agent. In the event of such termination the Contractor shall be liable for any excess cost incurred by the County. If the contract is so terminated, the County may purchase upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess cost occasioned thereby. The contract may be cancelled without cause by either party with the giving of 30 calendar days written notice.

**17. RESPONSIBILITY FOR SUPPLIES**

The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the contractor shall bear all risk for rejected supplies after notice of rejection.

**18. CONTRACT MODIFICATION**

The contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

**19. INDEMNIFICATION AND INSURANCE**

If any such work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation satisfactory to the County and to indemnify and hold harmless the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. Upon invitation the Contractor will furnish written evidence of such insurance coverage.

**20. 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.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Blount County.

**21. LABOR STANDARDS**

To the extent applicable to the activities under this contract, the Contractor shall comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented Department of Labor regulations (29 CFR Part 5); the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3) and Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR chapter 60). These can be downloaded from [www.dol.gov](http://www.dol.gov).

**22. ENVIRONMENTAL CONDITIONS**

The Contractor shall comply with the following requirements insofar as they apply to the performance of this contract:

(A) Standards, orders, or requirements issued under Section 306 of the Clear Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and EPA regulations (40 CFR part 15). These can be downloaded from [www.epa.gov](http://www.epa.gov).

(B) Mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).

**23. 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.

**24. NON-CONFLICT**

No employee, officer or agent of Blount County shall participate in the selection or in the award of or administration of a contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when:

(A) the employee, officer or agent,

(B) any member of his immediate family,

(C) his or her partner, or

(D) an organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award.

Blount County's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

## ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS

### **Special Provisions**

The objective of this invitation to bid is to select one (1) primary supplier for delivery of all ice cream products as requested in this bid to Blount County Schools. Maryville and Alcoa City Schools shall have the option of participating in this bid; their quantities are included in the estimated annual usage quantities listed for each item specification. Terms of the bid, if awarded, shall also apply to Alcoa and Maryville City School systems. This bid is being requested in this manner to determine the one (1) best supplier to meet the systems unique needs on the items requested in this bid document.

The successful Contractor agrees to use only experienced, responsible and capable people in the performance of this Contract. The County may require that the Contractor remove from the job covered under this Contract any employee whose actions are not in the best interest of the School System.

All food must be processed and packaged under the best possible sanitary conditions in USDA inspected plants and in strict accordance with local, state and national food laws and health requirements, and following the federal regulations in the Sanitary Food Transportation Act of 1990.

All of the items are to be purchased by and used in the School Nutrition Program (SNP). Individual items are specified on pages 13-16 and should be priced according to that structure. References to brand names, numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and are not intended to exclude other products of that level. The County reserves the right to determine whether an alternate offer is equivalent to and meets the standard of quality indicated by the brand name referenced. When alternates are bid, they shall be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The County shall be the sole judge of equivalency!

#### **I. Bid Process, Period Covered, Price Adjustments & Audits**

**Bid Process:** This is a ***firm-fixed-price bid***. The fixed price shall remain the same throughout the bid period. Price quotes and bids will receive the appropriate confidentiality during the entire bid determination process.

Sealed bids must be submitted to the Blount County Purchasing Department, 385 Court Street, Blount County Courthouse Room 319, Maryville, TN 37804. The bid submission deadline shall be **September 15, 2010 at 1:30 p.m.**, at which time the bids shall be opened publicly and read out loud in the Purchasing Department.

**Period Covered:** The bid period for this award shall be a one-year period effective November 01, 2010. The bid may be renewed annually for four (4) additional one-year periods provided the awarded Vendor and Blount County Schools are in mutual agreement to renew. Renewal will be conditional upon adherence to all bid terms and conditions. Final action on acceptance rests with the Blount County Board of Education.

**Pricing:** The bid prices contained in your initial bid submission are considered firm for the one-year contract period. Prices may be reviewed at renewal time. The County reserves the right to accept or reject any price increases. The County requires that appropriate documentation to support the price increases be available for audit by the County or their designee. The County reserves the right to accept or reject the requested price adjustments. If the price adjustments are rejected, the Contractor may: 1) continue with existing prices, 2) submit a lower price adjustment, or 3) not accept the renewal offer. If the Contract is renewed to the agreement of both parties, prices must remain constant for a one-year period.

**Price Adjustment of Renewal Contracts:** If Blount County Schools determine that it is in the best interest of the school district to renew the contract in subsequent years as described in Bid Process (I), and not put the contract out for new bids, then price adjustments will be handled in the same manner. 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. 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 ten (10) 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 for the renewal year. A calculation will determine the percent change at time of price increase request and no price increases above this percent will be allowed.

**Audit Procedure:** Audits may be made of the Contractor's invoice costs at any time. The Contractor shall be given notice of the intent of the district to conduct an audit with the date scheduled a minimum of two (2) weeks in advance. A list of items and dates shall be given three (3) working days in advance.

## ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS

### II. Contract Award

**If contract award is made, it shall be to that responsive and responsible bidder whose bid, conforming with all the material terms and conditions set forth in this ITB, is the lowest bottom line pricing meeting all of the items as specified. Only one (1) vendor will receive the bid award for the period covered in Bid Process (I).**

The selection process that will be utilized to determine the best overall price will be based on a "Bottom Line" total conforming to all of the item specifications. Final action on acceptance rests with the Blount County Board of Education.

The annual usage per item indicated are estimates only and should not be construed as a commitment to purchase the amounts indicated.

The school systems agree to use the designated contract distributor as the primary source for ice cream items and services as listed herein as well as for comparable substitutes.

The successful Vendor who receives the contract agrees to provide total requirements as listed herein thereby minimizing occurrence when the school system may have to seek other interim product sources.

***Blount County reserves the right to accept or reject any and all bids, and does not guarantee that a contract will be extended from this ITB.***

All bidders will be notified of the official decision by mail prior to the award starting date.

### III. Bid Document

Bidders shall submit their pricing on the attached pages 13-16. If you choose to use computer sheets the items are to be listed in the same format and order as our bid form. **These prices shall remain the same throughout the bid period.**

A bid must contain at least 30 items bid as specified or deemed an equal by the County to be considered for award. In the event the bid meets this criteria but has items that a vendor fails to price or submits a "no bid", the highest price that was received from the other bid(s) for that item will be inserted to calculate the bottom line price. The total bottom line cost will be determined by multiplying each item's unit bid price times the estimated annual usage figure and adding the extended dollar figures. Unit sizes listed are the preferred size; however, a smaller size that is no more than 0.50 fluid ounces (fl.oz.) smaller will be accepted, any item smaller than this allowance will be considered a "no bid" for that item. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

Bidders that have items in their purchase catalog that are not listed individually on the bid form, should include these items to indicate the variety they have available. Blount County reserves the right to add new items to the list throughout the bid contract. Pricing for added products will be based on a comparison of pricing offered by the Vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing.

All bids must be complete.

- A. All bids must be submitted in a sealed envelope, plainly marked on the outside with the words "**Ice Cream Products Bid for Blount County Schools**" along with the bid number, bid deadline date and time. An authorized official of the Vendor must sign the bid form in ink, indicating his/her title and his/her authority to bind their company to this bid.
- B. All bid prices must be written in ink or typed. If your item description differs in any way as listed, mark the item "alternate item bid" and list it on page 16 *Alternate Items*. Additional pages for alternates may be added if necessary; please sign and date any additional pages. The County reserves the right to determine whether an alternate offer is equivalent to and meets the standard of quality indicated by the brand name referenced. When alternates are bid/proposed, they shall be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The County shall be the sole judge of equivalency!
- C. Errors discovered after public opening cannot be corrected and bidder will be bound to honor the bid as submitted. If the discrepancy is between the unit cost and extended price, the unit cost

## ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS

shall prevail. If items are not available from the contract vendor, the SNP reserves the right to purchase from the next lowest qualified Vendor with availability for that item.

- D. A copy of the Nutrition Facts label and ingredient statement for each item shall be included with the bid.
- E. Bidders must submit with the bid the name of the company, contact person, address, phone number, fax number and email address of contact person (if applicable) of three (3) companies for which the bidder has provided the same product(s) as requested in this bid. The same applies if the bidder is bidding an equivalent product. Blount County cannot be used as a reference.

### IV. Samples

Vendors may be required to submit samples of the items bid. Samples requested are to be sent to the school designated and marked "Sample". The samples will be used to help determine selection of items if so requested and will be paid for by the school system after an invoice has been presented and then processed for payment.

### V. Product, Orders and Deliveries

Frozen milk products, such as ice cream, shall be obtained pasteurized as specified in 21 CFR 135 - Frozen desserts. The successful bidder will be responsible for the delivery of fresh, frozen ice cream. Ice cream products delivered to each school must have an expiration date of at least five (5) days after delivery. The Vendor agrees to replace ice cream products that are spoiled or unfit for consumption due to the aging process with credit given for those products. 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.

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 County will not be held responsible.

If during the bid period, a Vendor cannot supply an item, the cafeteria manager must be notified before a substitution is made. Substitutions may not be accepted unless authorized by the manager. Any items delivered that were not authorized by the manager may have to be picked up at the Vendor's expense and proper credit issued to the school or schools where deliveries were made. In the event a critical item is not received, it may be purchased from another source. The vendor agrees to reimburse schools promptly for excess costs caused by such purchases.

The successful bidder agrees to furnish clean, efficient ice cream boxes at no charge to the County. The vendor will be responsible for mechanical upkeep of their boxes.

The ordering schedule and means for receiving these orders will be established that is mutually agreeable for all parties involved. Purchase Orders will be issued as needed.

It will be the responsibility of the vendor to remove and credit all unused products before breaks and holidays or any other period that extends beyond the shelf life of the product. See pages 22-24 for the school calendars. Deliveries shall not be made when schools are out of session unless by special request of the food service manager. Please note the alternate schedule for Fort Craig School within the Maryville City School System.

Delivery will be made FOB destination to each school regardless of size of order or weight. The Vendor will be responsible for placing the products into the boxes at the time of delivery. At the time of each delivery, all products in the box must be placed in front of the products delivered that day.

Deliveries must be made in mechanically refrigerated truck(s) maintaining an appropriate temperature for the items being shipped frozen (0°C or 32°F or below). All frozen foods are to be delivered hard frozen; partially thawed goods will be rejected. All trucks, delivery crates, and products must be clean and sanitary. The school systems reserve the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition suitable for the transport of food items.

Delivery locations are provided on pages 18-21. The schools anticipate requiring deliveries twice a week, but this may fluctuate according to the needs of each school. A delivery schedule will be established that is mutually agreeable for all parties involved. Deliveries are to be made during regular school hours only unless by special request of the cafeteria manager/designee. Every effort should be made to avoid delivering during serving time. Delivery schedules will be altered to meet holiday and snow day schedules. It shall be the Vendor's responsibility

## ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS

to stay informed of emergency school closings. In the event of a school closing, any scheduled deliveries shall be made on the next day the school is in session unless otherwise notified.

**NOTE:** Blount County Schools follow the principals of HACCP (Hazard Analysis Critical Control Point) in accepting all deliveries. Therefore, upon delivery temperatures of products will be taken and recorded and overall product condition will be inspected in accordance with the District Food Safety Plan.

### VI. Vendor Performance

The Vendor will be expected to maintain a 97% "fill rate" average on all combined orders for any given monthly period. (Substitutions on items will not help to satisfy the above requirement.) With prior approval, 24 hours ahead of time, an item that is temporarily out of stock may be substituted with an item of equal or superior product quality at an equal or lower price.

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. Items may be rejected for poor quality, price discrepancies, or HACCP violations. On all such purchases, the Contractor agrees to promptly reimburse schools for excess costs caused by such a purchase.

Contractors with poor performance will be notified in writing by the County and given opportunity to correct the performance issue(s).

### VII. Termination

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

- A. Failure to perform in accordance with any term or provision of the contract.
- B. Partial performance of any term or provision of the contract.
- C. Any act prohibited or restricted by the contract; or
- D. Violation of any warranty

**Contractor Breach:** The County shall notify the Contractor in writing of a breach.

- A. In event of a breach by Contractor, the County shall have available the remedy of actual damages and any other remedy available at law or equity.
- B. In the event of a breach, the County may assess liquidated damages.

**Partial Default:** In the event of a breach, the County may declare a partial default.

**County Breach:** In the event of a breach of contract by the County, the Contractor shall notify the County in writing within 30 days of any breach of contract by the County. Said notice shall contain a description of the breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the County's breach. In no event shall any breach on the part of the County excuse the Contractor from full performance under this contract. In the event of breach by the County, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the County written notice and opportunity for resolution as described herein operates as a waiver of the County's breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such a claim within one (1) year of the written notice of breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a contractual period of limitations for any claim brought by the Contractor.

**Termination for Convenience:** Blount County Schools may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the County. The County shall give the Contractor at least 30 days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the County 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.

**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 County shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

## ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS

- A. The County will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity for resolution, which must be requested in writing no less than ten (10) days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the County with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity for resolution shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The County will not consider a request to resolve contract performance where there have been repeated problems with respect to identical or similar issues, or if the resolution period would cause a delay that would impair the effectiveness of school operations. In circumstances where an opportunity to resolve is not available, termination will be effective immediately.
- B. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Contract by the Contractor.
- C. Termination for cause will result in the Contractor being removed from the County's bidders list for a period of one (1) year.

**Contract Termination:** In the event of a breach, the County may terminate the contract immediately or in stages. The Contractor shall be notified of the termination in writing by the County. Said notice may specify either that the termination is to be effective immediately, on the date certain in the future, or that the contractor shall cease operations under this contract in stages. In the event of a termination, the County may withhold any amounts which may be due the Contractor without waiver of any other remedy or damages available to the County at law or equity.

### VIII. Billing

The school system placing the order shall be responsible for payment of the invoice. An original invoice and a duplicate copy must accompany each delivery; be signed by the Cafeteria Manager or his/her designee and the driver; and both copies left with the school. All invoices must contain the following information:

- Name of agency;
- Description of each item
- Quantity of each item
- Unit price of each item
- Extension of each price
- Total cost for all items
- Notation of shortages, returns or any other discrepancies.

Credit memos shall be issued within seven (7) days of the noted occurrence.

Monthly statements shall be prepared at the end of each month if requested by the agency and must contain the following information:

- Name of agency
- Total of each individual invoiced delivery for the month
- Total of all invoiced deliveries for the month
- Total of all credits from shortages or damaged products for the month

Recurring or excessive pricing errors may result in contract termination (*ref.* VII. Termination).

NOTE: ***Blount County Schools is a tax-exempt organization.*** A certificate of tax exemption shall be provided upon request.

### IX. 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

## ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS

negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

### X. Nutritional Information

Vendors shall submit nutritional information for all items bid. The nutritional information shall also be provided for any items added during the contract period.

### XI. Regulation Compliance

All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

- A. Contractors must sign and return with this bid the "**Certification Regarding Lobbying**" for all contracts over \$100,000.
- B. All bidders must sign and return with this bid the "**Buy American Certificate**". The "Buy American" provision as outlined in Policy Memorandum 210.21-14. Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating 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 (51%) of the final processed product consists of agricultural commodities that were grown domestically. 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 (50%) of the cost of all the components.

Two situations may warrant a waiver to permit purchases of non domestic 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 non domestic product.

Vendors must 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.

- C. **Insurance Requirement**: Bidders are required to read, sign, and return the insurance checklist enclosed with this bid. Prior to entering into a contract with the successful vendor, the Blount County Purchasing Agent must have an up-to-date Certificate of Liability Insurance from that vendor with the minimum limits and requirements as noted on the insurance checklist. Complete copies of insurance policies must be provided, if requested.
- D. **Business License**: Bids are acceptable only from contractors and subcontractors properly and currently licensed to do business in the state of Tennessee. Non-Tennessee resident companies wishing to do business with Blount County must have proof of a current Certificate of Authority from the Tennessee Secretary of State office before entering into any acquisition agreement or contract with the County per Tennessee Code Annotated (TCA) § 48-11-309. Application forms for this certificate can be downloaded from the Secretary of State web site at [www.state.un.us/sos](http://www.state.un.us/sos) or by phoning (615) 741-2286.
- E. **Background Check**: Any employee of the successful vendor or subcontractor must submit to a criminal history records check prior to the employee having contact with students or entering school grounds when students are present. Reference TCA § 49-5-413. This check is at the vendor's expense and is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation. The successful bidder must return the attached compliance form to Blount County prior to performance of contract work. Information regarding this law and the steps to start the process may be obtained on the Blount County website at <http://www.blounttn.org/Background%20Checks.pdf>.

## ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS

- F. **Debarment:** For all contracts over \$25,000 bidder must certify, by submission of this signed bid, that neither the company nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If unable to certify to this, bidder shall attach an explanation to this bid.
- G. **Non-Conflict Statement:** Contractor covenants 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. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Blount County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- H. **Return of Purchase Incentives** Blount County shall ensure the Contractor fully discloses all discounts, rebates, allowances and incentives received by the Contractor from its suppliers. If the Contractor receives a discount, rebate, allowance, or incentive from any supplier, the Contractor must disclose and return to the County the full amount of the discount, rebate or applicable credit that is received based on the purchases made on behalf of the County. All discounts, rebates, allowances and incentives must be returned to the County during a mutually agreed upon time frame that is beneficial to the County. No payments shall be made from the nonprofit school food service account for non-allowable expenses to the Contractor or assignee. Each cost must be separately identified on payment submission to the SFA the amount that is an allowable expense and that which is non-allowable in compliance with OMB cost circulars. The Contractor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.

### XII. Bid Submittal

Bidders shall include the following completed pages with their bid submittal:

Page	1	- Invitation to Bid / Contract Award Page
Pages	13-16	- Pricing Pages
Page	17	- Vendor Information
Page	25	- Certification Regarding Lobbying
Page	26	- Certification Regarding Buy American
Page	27	- Insurance Checklist
Page	28	- Background Check Compliance Form
Page	29	- Title VI Compliance
Page	30	- Form W9 ( <i>only required for new vendors</i> )
		- References
		- Nutritional Information for <u>all</u> items bid

Failure to include any of the above information may result in the bid being non-responsive and disqualified.

**ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS  
Specifications and Pricing**

**Note:** Estimates provided are not guarantees of the actual volume of ice cream products that will be purchased.

When alternates are bid Blount County will be the sole judge of equivalency! Alternates bid that are deemed not equal by the County will be considered "no bid".

Bids containing more than four (4) items that are "no bids" will not be considered for contract award.

Bidder's Company Name:										
Item No.	Item Specifications	Minimum Serving Size	Est. Annual Usage per EACH	Brand and Product Name	Order No.	Your Unit Size (fl.oz.) and Pack Size	Unit Price (EACH)	Total Price for Est. Annual Usage	Meets specs or deemed equal?	
29	<i>KLONDIKE bar, vanilla ice cream with milk chocolate flavored coating</i>	4.5 fl.oz..	48	<i>Good Humor KLONDIKE bar</i>	<i>GH123</i>	<i>4.5 fl.oz.. 1 doz.</i>	\$ 0.29	\$ 13.92	YES	NO
1	Brown Cow, chocolate coated vanilla ice cream bar.	3.3 fl.oz.	2,544				\$	\$		
2	Ice Cream Cup, chocolate.	3 fl.oz.	504				\$	\$		
3	Ice Cream Cup, strawberry.	3 fl.oz.	192				\$	\$		
4	Ice Cream Cup, vanilla.	3 fl.oz.	456				\$	\$		
5	Ice Cream Sandwich, vanilla ice cream between chocolate wafers.	3.5 fl.oz.	6,384				\$	\$		
6	Chocolate Ice Cream Sandwich, chocolate ice cream between chocolate wafers.	3.5 fl.oz.	4,176				\$	\$		
7	Mini Ice Cream Sandwich, vanilla ice cream between chocolate wafers.	2.25 fl.oz.	832				\$	\$		
8	Vanilla Mini Ice Cream Sandwich, vanilla ice cream between vanilla wafers.	2.25 fl.oz.	896				\$	\$		
9	Snow Cream Stix.	1.75 fl.oz..	72				\$	\$		
10	Sundae Cone, vanilla ice cream with chocolate flavored coating & peanuts.	3.5 fl.oz.	17,040				\$	\$		
11	Toffee Bar, toffee flavored ice cream coated with milk chocolate and candy crunch bar.	3.3 fl.oz.	1,824				\$	\$		
12	Sherbet, fruit punch, red	1/2 Gal.	6				\$	\$		
<b>SUB TOTAL:</b>								\$		

**ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS  
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<b>Bidder's Company Name:</b>											
Item No.	Item Specifications	Minimum Serving Size	Est. Annual Usage per EACH	Brand and Product Name	Order No.	Your Unit Size (fl.oz.) and Pack Size	Unit Price (EACH)	Total Price for Est. Annual Usage	Meets specs or deemed equal?		
<b>Healthy Novelties:</b>										YES	NO
13	Brown Cow Jr., light, no sugar added, fat free	1.75 fl.oz.	19,884				\$	\$			
14	Fudge Bar, fat free, a frozen dairy confection	2.5 fl.oz.	27,552				\$	\$			
15	Fudge Stix, light, no sugar added, fat free	1.75 fl.oz.	216				\$	\$			
16	Fudge Stix, fat free	1.75 fl.oz.	6,576				\$	\$			
17	Ice Cream Cup, low fat, chocolate	4 fl.oz.	28,368				\$	\$			
18	Ice Cream Cup, low fat, vanilla	4 fl.oz.	24,432				\$	\$			
19	Orange Pop Ups, orange sherbet pop ups	3 fl.oz.	24,264				\$	\$			
20	Orange Sherbet Cup	3 fl.oz.	4,104				\$	\$			
21	Real Fruit Bars, variety pack: grape, lime and strawberry	1.75 fl.oz.	11,184				\$	\$			
22	Ice Cream Sandwich, low fat, vanilla ice cream between chocolate wafers, low fat	3.5 fl.oz.	25,056				\$	\$			
23	Blue Blast Bar, vanilla yogurt swirled with blue raspberry sherbet	3 fl.oz..	17,280				\$	\$			
24	Yogurt Cream Bar, vanilla yogurt with orange sherbet	3 fl.oz.	11,130				\$	\$			
25	Yogurt Cup, strawberry	3 fl.oz.	936				\$	\$			
<b>SUB TOTAL:</b>								\$			

## ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS Specifications and Pricing

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<b>Bidder's Company Name:</b>											
Item No.	Item Specifications	Minimum Serving Size	Est. Annual Usage per EACH	Brand and Product Name	Order No.	Your Unit Size (fl.oz.) and Pack Size	Unit Price (EACH)	Total Price for Est. Annual Usage	Meets specs or deemed equal?		
<b>Good Humor and M&amp;M Mars Novelties:</b>										YES	NO
26	Supersicle Firecracker, red-white-blue flavored popsicle	1.6 fl.oz.	14,328				\$	\$			
27	KLONDIKE Bar, vanilla ice cream with a hard milk chocolate flavored coating	5.5 fl.oz.	816				\$	\$			
28	M&M Ice Cream Cookie Sandwich, vanilla ice cream between two chewy, home-style cookies with mini M&M's baked in	4.25 fl.oz.	5,688				\$	\$			
29	Good Humor OREO Cookies 'n Cream Bar, vanilla ice cream with Oreo cookie pieces & Oreo and cookie crunch coating	4 fl.oz.	3,336				\$	\$			
30	Good Humor Reese's Bar, vanilla ice cream with Reese's peanut butter swirl & Reese's peanut butter cup pieces & chocolate flavored coating	4 fl.oz.	1,272				\$	\$			
31	SNICKERS Brownie Ice Cream Sandwich, vanilla ice cream swirled with caramel between two brownies with nuts	4.5 fl.oz.	888				\$	\$			
32	SNICKERS King Size Ice Cream Bar	3.33 fl.oz.	2,760				\$	\$			
33	Good Humor Strawberry Shortcake Bar, cake coated vanilla ice cream with strawberry flavored center	4 fl.oz.	1,344				\$	\$			
34	Twix King Size Ice Cream Bar, ice cream & caramel loaded with cookie crunch bits	3.13 fl.oz.	6,336				\$	\$			
<b>SUB TOTAL:</b>								\$			
<b>GRAND TOTAL (all pages):</b>								\$			

## ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS Specifications and Pricing

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<b>Bidder's Company Name:</b>											
Item No.	Item Specifications	Minimum Serving Size	Est. Annual Usage per EACH	Brand and Product Name	Order No.	Your Unit Size (fl.oz.) and Pack Size	Unit Price (EACH)	Total Price for Est. Annual Usage	Meets specs or deemed equal?		
<b>Alternate Items (attach additional pages if necessary):</b>										YES	NO
							\$	\$			
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							\$	\$			

**Company Official authorized to sign contracts:**

\_\_\_\_\_ Authorized Bidder's Printed Name

\_\_\_\_\_ Authorized Bidder's Official Title

\_\_\_\_\_ Authorized Bidder's Signature

\_\_\_\_\_ Date

ICE CREAM FOR BLOUNT COUNTY SCHOOLS

Vendor Information

Please type/print clearly:

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Remit To Address (if different from above):

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Accounts Receivable Contact Person: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Number of years in business: \_\_\_\_\_ TN Business License No.: \_\_\_\_\_

Please mark only one (1) answer for each question below:

YES NO

Do the items bid meet the minimum specifications in the bid document?

Have you included nutritional information for each item bid, including alternate items ?

Have you included the Certification Regarding Lobbying?

Have you included the Buy American Certificate?

Have you included the Insurance Checklis?

Have you included the Background Check Compliance Form?

Have you included three (3) references of agencies for which you provide the same good and services?

Company Official authorized to sign contracts:

The undersigned is an Authorized Agent or Representative of the company listed above and he/she is so authorized to sign on behalf of the submitting company. By signing this document the Authorized Agent or company Representative agrees to the following on behalf of the company:

- 1) that he/she has carefully read and fully understands all conditions set forth in this bid document;
2) that any assistance requested by the company or clarification of statements or conditions found in this bid document have been furnished to the company's satisfaction by the Contract Administrator; and
3) to comply with all provisions as stated in the Invitation to Bid package and document if awarded the bid.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS**

**Delivery Locations**

<b>Blount County Schools</b>				
<u>School</u>	<u>Manager</u>	<u>Email</u> <u>First.Last@blountk12.org</u>	<u>Phone</u> <u>Area</u> <u>Code 865</u>	<u>Fax</u> <u>Area</u> <u>Code 865</u>
Carpenters Elementary 915 Huffstetler Rd. Maryville, TN 37803	Beverly Hackney	<a href="mailto:Beverly.Hackney@blountk12.org">Beverly.Hackney@blountk12.org</a>	980-1490	980-1495
Carpenters Middle 920 Huffstetler Rd. Maryville, TN 37803-2524	Vicky McMurray	<a href="mailto:Vicky.McMurray@blountk12.org">Vicky.McMurray@blountk12.org</a>	980-1414 ext. 1420	980-1404
Eagleton Elementary 708 Sam Houston School Rd. Maryville, TN 37804	Charlotte Sneed	<a href="mailto:Charlotte.Sneed@blountk12.org">Charlotte.Sneed@blountk12.org</a>	980-1455	980-1451
Eagleton Middle 2610 Cinema Dr. Maryville, TN 37804	Nancy Gibson	<a href="mailto:Nancy.Gibson@blountk12.org">Nancy.Gibson@blountk12.org</a>	982-3211 ext. 1128	982-4203
Fairview Elementary 2130 Old Niles Ferry Maryville, TN 37803	Alice Murrin	<a href="mailto:Alice.Murrin@blountk12.org">Alice.Murrin@blountk12.org</a>	982-0630 ext. 1078	977-0712
Friendsville Elementary 210 E. 4th St. Friendsville, TN 37737	Sandy Morgan	<a href="mailto:Sandy.Morgan@blountk12.org">Sandy.Morgan@blountk12.org</a>	980-1252 ext. 1255	980-1253
Heritage Middle 3737 E. Lamar Alexander Pkwy. Maryville, TN 37804	Judy McCaulley	<a href="mailto:Judy.McCaulley@blountk12.org">Judy.McCaulley@blountk12.org</a>	982-2070 ext. 1282	980-1281
Heritage High 3741 E. Lamar Alexander Pkwy. Maryville, TN 37804	Phyllis Nichols  Debbie Teffeteller	<a href="mailto:Phyllis.Nichols@blountk12.org">Phyllis.Nichols@blountk12.org</a>  <a href="mailto:Debbie.Teffeteller@blountk12.org">Debbie.Teffeteller@blountk12.org</a>	984-8110 ext. 1162	984-0147
Lanier Elementary 6006 Lanier Rd. Maryville, TN 37803	Teresa Gentry	<a href="mailto:Teresa.Gentry@blountk12.org">Teresa.Gentry@blountk12.org</a>	980-1075 ext. 1056	980-1053
Mary Blount Elementary 131 S. Old Glory Rd. Maryville, TN 37801	Shirley Rhyne	<a href="mailto:Shirley.Rhyne@blountk12.org">Shirley.Rhyne@blountk12.org</a>	980-1430 ext. 1440	980-1428
Middlesettlements Elementary 3105 Miser Station Rd. Louisville, TN 37777	Sherry Thacker	<a href="mailto:Sherry.Thacker@blountk12.org">Sherry.Thacker@blountk12.org</a>	983-6644 ext. 1104	982-6137
Montvale Elementary 3128 Montvale Rd. Maryville, TN 37803	Louella Webb	<a href="mailto:Louella.Webb@blountk12.org">Louella.Webb@blountk12.org</a>	983-2666 ext. 1329	977-0240
Porter Elementary 4520 Wildwood Springs Rd. Maryville, TN 37804	Susan Akins	<a href="mailto:Susan.Akins@blountk12.org">Susan.Akins@blountk12.org</a>	983-4071 ext. 1031	981-4928
Prospect Elementary 1533 Burnett Station Rd. Seymour, TN 37865	<b>Under Construction Scheduled to open Fall 2011.</b>			

**ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS**

**Delivery Locations**

<b>Blount County Schools</b>				
<u>School</u>	<u>Manager</u>	<u>Email</u> First.Last@blountk12.org	<u>Phone</u> Area Code 865	<u>Fax</u> Area Code 865
Rockford Elementary 3728 Williams Mill Rd. Rockford, TN 37853	Donna Gregory	<a href="mailto:Donna.Gregory@blountk12.org">Donna.Gregory@blountk12.org</a>	982-1415 ext. 1228	681-1788
Townsend Elementary 140 Tiger Dr. Townsend, TN 37882	Carolyn Hembree	<a href="mailto:Carolyn.Hembree@blountk12.org">Carolyn.Hembree@blountk12.org</a>	980-1202 ext. 1203	980-1205
Union Grove Elementary 330 S. Old Grey Ridge Rd. Friendsville, TN 37737	Diane Everett	<a href="mailto:Diane.Everett@blountk12.org">Diane.Everett@blountk12.org</a>	980-1523	980-1520
Union Grove Middle 334 S. Old Grey Ridge Rd. Friendsville, TN 37737	Ned Connell	<a href="mailto:Ned.Connell@blountk12.org">Ned.Connell@blountk12.org</a>	980-1306	980-1323
Walland Elementary 247 E. Millers Cove Rd. Walland, TN 37886	Sharon Breeden	<a href="mailto:Sharon.Breeden@blountk12.org">Sharon.Breeden@blountk12.org</a>	983-2801 ext. 2111	681-6219
William Blount High 219 County Farm Rd. Maryville, TN 37801	Yvonne Buchanan	<a href="mailto:Yvonne.Buchanan@blountk12.org">Yvonne.Buchanan@blountk12.org</a>	984-5500 ext. 1186	977-0153
Wm. Blount 9 <sup>th</sup> Grade Academy 1126 William Blount Dr. Maryville, TN 37801	Rebecca Blackwelder	<a href="mailto:Rebecca.Blackwelder@blountk12.org">Rebecca.Blackwelder@blountk12.org</a>	984-5500	980-1193

**Billing Inquiries:**

**Blount County Schools  
831 Grandview Dr.  
Maryville, TN 37803**

**Rosemary Trent, Bookkeeper  
Food Services  
(865)984-1212  
Fax (865) 980-1004**

**[Rosemary.Trent@blountk12.org](mailto:Rosemary.Trent@blountk12.org)**

**ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS**

**Delivery Locations**

<b>Alcoa City Schools Cafeteria Managers</b>		
<b><u>School</u></b>	<b><u>Manager</u></b>	<b><u>Phone</u> Area Code 865</b>
<b>Alcoa Elementary 1200 Springbrook Road Alcoa, TN 37701</b>	<b>Doris Ridenour</b>	<b>Lunchroom: 982-3187 Email: <a href="mailto:dridenour@alcoaschools.net">dridenour@alcoaschools.net</a></b>
<b>Alcoa High 532 Faraday Street Alcoa, TN 37701</b>	<b>Pam McLemore</b>	<b>Lunchroom: 380-2247 Email: <a href="mailto:pmclemore@alcoaschools.net">pmclemore@alcoaschools.net</a></b>

**NOTE: Alcoa High School orders for and serves Alcoa Middle. There is no separate kitchen or manager for Alcoa Middle.**

<b>Billing Inquiries:</b>
<b>Alcoa City Schools 524 Faraday Street Alcoa, TN 37701  John Campbell, School Nutrition Supervisor (865) 984-0531 Fax: (865) 984-5832 Email: <a href="mailto:jcampbell@alcoaschools.net">jcampbell@alcoaschools.net</a></b>

**ICE CREAM PRODUCTS FOR BLOUNT COUNTY SCHOOLS**

**Delivery Locations**

<b>Maryville City Schools Cafeteria Managers</b>		
<u>School</u>	<u>Manager</u>	<u>Phone</u> Area Code 865
<b>Foothills Elementary School 520 Sandy Springs Rd. Maryville, TN 37803</b>	<b>Peggy Nuchols</b>	<b>School phone: 681-0364</b>
<b>Fort Craig Elementary School 520 South Washington St. Maryville, TN 37804</b>	<b>Sandi Walter</b>	<b>School phone: 983-4371</b>
<b>John Sevier Elementary School 2001 Sequoyah Ave. Maryville, TN 37804</b>	<b>Melanie Woods</b>	<b>School phone: 983-8551</b>
<b>Sam Houston Elementary School 330 Melrose St. Maryville, TN 37803</b>	<b>Donna Johnson</b>	<b>School phone: 983-3241</b>
<b>Maryville Middle School 805 Montvale Station Rd. Maryville, TN 37803</b>	<b>Rene Ricks</b>	<b>School phone: 983-2070</b>
<b>Maryville High School 825 Lawrence Ave. Maryville, TN 37803</b>	<b>Sandi Walter</b>	<b>Lunchroom phone: 983-3727</b>

<b>Billing Inquiries:</b>
<p><b>Maryville City Schools 833 Lawrence Ave. Maryville, TN 37803</b></p> <p><b>Vickie Russell 865-982-7121</b></p>

# July 2010 - June 2011

## Blount County Schools

July 10						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- July**
- 23** Administrative Day/No Students
  - 26** Registration/Abbreviated Day
  - 27** Professional Development No Students
  - 28** Professional Development No Students
  - 29** Professional Development No Students
  - 30** Administrative Day/No Students

August 10						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- August**
- 2** First Full Day of School
  - 5** Election Day/No School for Teachers or Students

September 10						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- September**
- 6** Labor Day/No School for Teachers or Students
  - 13** Administrative Day/No Students

October 10						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- October**
- 4** Fall Break Begins
  - 8** Fall Break Ends

November 10						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- November**
- 1** Professional Development No Students
  - 2** Election Day/No School for Teachers or Students
  - 11** Veterans' Day/No School for Teachers or Students
  - 24** Abbreviated Day

December 10						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 25** Thanksgiving Holiday
- 26** Thanksgiving Holiday

- December**
- 20** Christmas Break Begins

- January**
- 4** Administrative Day/No Students
  - 5** Begin Second Term

- 17** Martin Luther King Holiday

- February**
- 21** Presidents' Day Holiday
  - 22** Administrative Day/No Students

- March**
- 14** Spring Break Begins
  - 18** Spring Break Ends

- April**
- 22** Good Friday/No School for Teachers or Students
  - 25** Professional Development No Students

- May**
- 24** Last Day for Students/Abbreviated Day
  - 25** Administrative Day/No Students

- 26** Professional Development No Students
- 27** Professional Development No Students

January 11						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 11						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 11						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 11						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 11						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 11						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

On Abbreviated Days: Elementary Schools Dismiss at 11:00 a.m.; Middle and High Schools Dismiss at 12:00 noon  
Approved by BOE 2/5/09

# Alcoa City Schools

## 2010-2011 School Calendar

July 19	First Day for Teachers
July 22	First Day for Students
<b>September 3</b>	<b>Student Holiday - Teacher In-service</b>
<b>September 6</b>	<b>Holiday – Labor Day</b>
September 24	Half Day – Last Day of First Nine Weeks
<b>September 27 – Oct. 8</b>	<b>Fall Break</b>
Oct. 11	First Day of Second Nine Weeks
<b>Oct. 29</b>	<b>Student Holiday - Teacher In-service</b>
Nov. 24	Half Day
<b>Nov. 25-26</b>	<b>Holiday – Thanksgiving</b>
Dec. 16	Half Day – Last Day of Second Nine Weeks
<b>Dec. 17 – Jan. 4</b>	<b>Winter Break</b>
January 3-4	Teacher In-service
January 5	First Day of Third Nine Weeks
<b>January 17</b>	<b>Holiday – MLK Day</b>
<b>February 11</b>	<b>Student Holiday - Teacher In-service</b>
<b>February 21</b>	<b>President’s Day - Teacher In-service</b>
March 4	Half Day – Last Day of Third Nine Weeks
<b>March 7 – March 18</b>	<b>Spring Break</b>
March 21	First Day of Fourth Nine Weeks
<b>April 22</b>	<b>Holiday – Good Friday</b>
<b>April 25</b>	<b>Student Holiday – Teacher In-service</b>
<b>May 25</b>	<b>Student Holiday – Teacher In-service</b>
May 26	Half Day - Last Day of School



July 2010 – June 2011  
**MARYVILLE CITY SCHOOLS**  
 DISTRICT CALENDAR

**JULY**

- 26.....Administrative Day
- 27.....Registration
- 28-30.....Professional Development

**AUGUST**

- 2.....First Day of Classes

**SEPTEMBER**

- 6.....Labor Day

**OCTOBER**

- 1.....Parent Conferences
- 4-8.....Fall Break
- 11.....Professional Development

**NOVEMBER**

- 1-2.....Professional Development
- 24.....Early Dismissal
- 25-26.....Thanksgiving Break

**DECEMBER**

- 17.....Administrative Day
- 20-31 .....Winter Break

**JANUARY**

- 3.....Professional Development
- 17.....Holiday

**FEBRUARY**

- 21.....Professional Development

**MARCH**

- 11.....Administrative Day
- 14-18.....Spring Break

**APRIL**

- 11-15 ....Achievement Test Week
- 22.....Holiday

**MAY**

- 26.....Last day for students
- 27.....Administrative Day

\* Calendars include five days for snow makeup. Last day will change depending on snow days used during the school year.

**FORT CRAIG ELEMENTARY**  
 SCHOOL CALENDAR

**JULY**

- 12-13.....Professional Development
- 14.....Administrative Day
- 15.....Registration
- 16.....First Day of Classes

**SEPTEMBER**

- 6.....Labor Day
- 20.....Fall Break Begins

**OCTOBER**

- 8.....Parent Conference
- 11.....Professional Development

**NOVEMBER**

- 1-2....Professional Development
- 24.....Early Dismissal
- 25-26.....Thanksgiving Break

**DECEMBER**

- 17.....Administrative Day
- 20.....Winter Break Begins

**JANUARY**

- 17.....Holiday

**FEBRUARY**

- 21.....Professional Development

**MARCH**

- 11.....Professional Development
- 14.....Spring Break Begins
- 31.....Administrative Day

**APRIL**

- 11-15....Achievement Test Week
- 22.....Holiday

**MAY**

- 30.....Memorial Day

**JUNE**

- 6.....Last day for students
- 7.....Administrative Day
- 8.....Professional Development

**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 certifications 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 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 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Name of Submitting Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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.

**Requested Waiver Items**

Product Description	Vendor Item #	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.”**

**Completed by:**

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

**Representative Printed Name** \_\_\_\_\_

---

**Signature** **Date**



# BACKGROUND CHECK COMPLIANCE FORM

## BLOUNT COUNTY GOVERNMENT

PURCHASING DEPARTMENT  
385 COURT STREET  
MARYVILLE, TN 37804-5906  
(865) 273-5740 Phone  
(865) 273-5746 Fax

**BID NUMBER: 2010-2098**

**CONTRACT NUMBER:**

**BACKGROUND CHECKS:** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413 and amended in Public Chapter 1080, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

(       )

Contractor License Number (If Applicable)

**I agree** to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413 and amended in Public Chapter 1080, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Blount County Government. I hereby agree to release all criminal history and other required information to Blount County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated Section 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code Annotated Section 49-5-413.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Please Print Clearly) (Month, Day, Year)

### INTERNAL OFFICE USE ONLY

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

# Title VI

For Title VI Compliance, the County of Blount requests voluntary disclosure of the following information, related to the owner/operator of the company:

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

Address: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature Date

Business Ownership (Check One or More)		Ownership Ethnicity (Check Only One)	
<input type="checkbox"/> <b>D</b> Disabled (Minority Owned)	<input type="checkbox"/> <b>N</b> Non-Minority Owned	<input type="checkbox"/> <b>C</b> Caucasian	
<input type="checkbox"/> <b>G</b> Government Owned	<input type="checkbox"/> <b>F</b> Female (Minority Owned)	<input type="checkbox"/> <b>B</b> Black/African American	
<input type="checkbox"/> <b>E</b> Race/Ethnic Background (Minority Owned)	<input type="checkbox"/> <b>M</b> Male (Minority Owned)	<input type="checkbox"/> <b>H</b> Hispanic	
	<input type="checkbox"/> <b>P</b> Non-Profit Organization	<input type="checkbox"/> <b>A</b> Asian	
		<input type="checkbox"/> <b>I</b> American Indian or Alaskan Native	
		<input type="checkbox"/> <b>N</b> Native Hawaiian or other Pacific Islander	
		<input type="checkbox"/> <b>O</b> Other(Specify)	

Bid/Proposal No. (if applicable): <b>2010-2098</b> <hr/> Bid/Proposal Title: <b>Ice Cream Products for Blount County Schools</b> <hr/> Date of Bid/Proposal Deadline: <b>September 15, 2010; 1:30 p.m.</b> <hr/>
---

The County of Blount complies with Title VI of the Civil Rights Acts of 1964, as codified in 42 U.S.C. 2000D, which states that:

*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 subject to discrimination under any program or activity receiving federal financial assistance.*

The County of Blount does not discriminate on the basis of disability in the admission or access to, or treatment of employment in, its program or activities and is in compliance with ADA (American with Disabilities Act of 1990) 42 U.S.C. 12101.

Form **W-9**  
 (Rev. October 2007)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,