



August 22, 2017

NOTICE TO BIDDERS

BID #FY180009

Purchasing Shared Services will receive bids for **Bread Products for Bartlett City Schools and Collierville Schools**. General Terms and Conditions, Special Bid Conditions, and Bread Products are contained in this bid. There will be a public opening of this bid not later than **11:00 A.M. Central Time, Wednesday, September 6, 2017, Purchasing Shared Services, Bartlett City Schools, Administration Offices, 5650 Woodlawn, Bartlett, Tennessee 38134.**

All bids must be received and time stamped in Purchasing Shared Services, Bartlett City Schools Administration Offices, 5650 Woodlawn, Bartlett, Tennessee 38134, prior to stated bid opening date and time. Bids received after the specified date and time will be considered late and will not be opened. **All offices will be closed Monday, September 4, 2017.**

The School Districts reserves the right to reject any or all bids, waive defects or informalities in bids and to make awards as deemed to be in its best interest. If awarded, awards will be made to the lowest and best vendor.

In compliance with this Invitation to Bid, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to indemnify, protect, defend and hold harmless The School Districts, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against the School Districts, its agents and employees arising out of the use of any product or article that is provided pursuant to the bid. Bidder further agrees to indemnify, protect, defend and hold harmless the School Districts, its Board Members, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries or damages sustained by any person arising out of or in the course of the bidder performing or failing to perform the service and/or providing or failing to provide the goods related to this bid.

Bidder also certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide his/her/its employees any segregated facilities at any of his/her/its establishments.

The School Districts offer educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

COMPANY NAME

TERMS: _____ DELIVERY: Days A.R.O. _____

ADDRESS

PHONE FAX

CITY STATE ZIP

E-MAIL ADDRESS

Name and signature below certifies that you understand and agree to all information contained in this Bid.

AUTHORIZED REPRESENTATIVE (Print)

SIGNATURE DATE

Bread Products-Bartlett and Collierville

GENERAL TERMS AND CONDITIONS:

- A. The bid period begins October 1, 2017 and ends September 30, 2018.
- B. Bid must be completed on bid sheets provided.
- C. Bidder must submit bid on items specified giving brand names, label and packaging, and other information as requested.
- D. **Each bidder must complete and return the following items with their bid:**
1. **Fully completed Notice to Bidders Form**
 2. **Fully completed U.S. DEPARTMENT OF AGRICULTURE Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (See instructions for completing on Page 6)**
 3. **Fully completed Certification Regarding Lobbying**
- E. By agreeing to provide goods or services to any school within the School District, you are attesting that you are aware of your obligations under T.C.A. 49-5-413(d) to ensure that all of your employees who have direct contact with students of the School District or to children in the School District' child care program or who have access to the grounds of any Bartlett City Schools and Collierville Schools District when children are present have done the following:
- (1) Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with the School District's children or entering the grounds of the School District;
 - (2) Successfully passed the aforementioned criminal history records check. If the criminal history records check indicates that the employee has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in the T.C.A. 40-39-202(17) or a violent sexual offender in the T.C.A. 40-39-202(25) the employee may not enter the grounds of the School Districts or have direct contact with students of the School Districts or to children in the School Districts child care program.
- The proposer also agrees that if one of your employees commits a sexual offense as defined in 40-39-202 or violent sexual offense as defined in 40-39-202 after you have conducted your initial criminal history check on such employee, said employee will notify you of the offense and you will subsequently not permit that employee to have contact with students of the School Districts or to children in a School District's child care program or to enter the grounds of the School Districts.
- You also agree and understand that your failure to satisfy all of the requirements of T.C.A. 40-39-202(17) will be deemed to be a material breach of this contract which could subject you to breach of contract damages.
- F. The successful vendor must carry insurance as specified below and must be submitted within five (5) business days from date of request.
1. Worker's compensation coverage in accordance with the statutory requirement and limits of the State of Tennessee

GENERAL TERMS AND CONDITIONS: cont'd.

2. Comprehensive General Liability Insurance for bodily injury (including death) and Property Damage Insurance of \$1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee
3. Comprehensive automobile liability insurance covering owned, hired and non-owned vehicles with a minimum of Bodily and Property damage of \$1,000,000.00 each accident, combined single limit from a company licensed to write insurance policies in the State of Tennessee
4. Excess or umbrella insurance of \$1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee

Purchasing Services shall be supplied satisfactory proof of coverage of the above required insurance. In addition, Bartlett City Schools and Collierville Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on Auto, GL, and Excess Policies.

- G. The successful vendor agrees that they will function as an independent contractor and agrees to indemnify and hold harmless the School Districts, its Board Members, employees, and agents for any and all claims that may arise out of its duties contracted for pursuant to this bid.
- H. Successful vendor(s) will be supplied contact information at each location.
- I. An agent that can legally bind the bidding vendor must sign Bid Cover Sheet and include with bid response.
- J. All price quotations and related materials must be received in a sealed envelope. Time, date and nature of bid must be clearly marked on face of sealed envelope. Attach label from last page of this document to the outside of your bid submission.
- K. Lump sum totals will be determined by the sum total of the extended unit cost of each item in a lump sum grouping. In all cases, the unit cost multiplied by the quantity bid will determine the extended cost of a line item.
- L. The General Terms and Conditions and Special Bid Conditions listed in this bid constitute the total terms and conditions that will be acceptable. The School Districts will not be bound by conditions other than those stated.
- M. The right is reserved to award this bid by line item, groups of items, lump sum bid or entire bid, whichever is deemed to be in the best interest of the School Districts.
- N. The School Districts reserve the right to award contracts as deemed to be in its best interest. The School Districts reserve the right to accept or reject any bid in total or in part.
- O. **NON-APPROPRIATION OF FUNDS:** Notwithstanding any other provision of this Contract, funds for this Contract are payable from state, federal and or local appropriations. In the event that no funds or insufficient funds are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of this Contract, this Contract shall become null and void. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this Contract.
- P. The School Districts reserve the right to extend the terms, conditions, and prices of this contract to other institutions (such as State, Local, and/or Public Agencies) who express an interest in participating in any contract that results from the bid. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the good/services by bidding of this service. Vendor agrees that the School District shall bear no responsibility or liability for any agreements between vendor and the other institution(s) who desire to exercise this option.
- Q. Any alteration to this bid document by a vendor will deem that vendor's response to this bid as null and void.

GENERAL TERMS AND CONDITIONS: cont'd.

- R. Successful vendor(s) must have the resources and intends to continue operating for no less than one (1) year, twelve (12) months, from date of initial bid award.
- S. **Any and/all revisions made to this bid prior to due date will be posted on the following website and will be the responsibility of the bidder to check for any and/all revisions, <http://www.bartlettschools.org>.**
- T. The School Districts encourages qualified minority and/or women-owned businesses to submit bids. The School Districts awards bids without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.
- U. The School Districts abide by a code of ethics and that of Purchasing Services which follows ethical principles based on recommendations made by NIGP (National Institute of Governmental Purchasing, Inc.). We abide by all local, state, and federal regulations in our procurement practices. We engage in good business conduct and ethical practices when purchasing goods and services.
- V. It is unethical and against established practices for employees to accept gifts, money, rebates, promises, gratuities or other special considerations from an individual or business firm that conducts or seeks to conduct business with the School Districts.
- W. The School Districts have the right at its discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond their control.
- X. School Districts reserve(s) the right to renew all aspects of the bid one (1) year at a time for an additional four (4) years based on a firm fixed price. School Districts intend to enter into a contract with an effective period of October 1, 2017 to September 30, 2018. This contract period may be renewed at one (1) year intervals for up to four additional years. At the end of each bid period, the prices for individual items on the bid the previous contract period may be adjusted upward or downward. Petitions for price increases/decreases may be requested by the school district or the distributor. Price increases/decreases must be requested no later than July 15, 2018 and July 15 of following years. Price increases cannot exceed the percent change in the CPI for the following index: All Urban Consumers, U.S Food and Beverages. The bottom line total pricing will be used for determination of the price redetermination allowance.

The following formula will be used in the computation of percent change:

Figure A – CPI for established price index for the latest month published

Figure B – CPI for established price index for ONE YEAR prior to latest month published

EXAMPLE Calculation:

CPI for Figure A (239.337) minus CPI for Figure B (230.768) divided by CPI for Figure B
 $239.337 - 230.768 = 8.579 / 230.768 = .03713 \times 100 = 3.7\%$

If the contract extends beyond the end of the current funding year, it shall be understood that purchases in future funding years are conditional on the receipt of federal and/or state funds. The school district reserves the right to change item descriptions, decrease/increase the quantities and/or add/delete items.

- Y. Questions regarding bid specifications should be emailed to Cassandra Dobbs, School Nutrition Specialist at cdobbs@colliervilleschools.org no later than 4:00 P.M. Central Time, Friday, September 1, 2017. Purchasing questions should be emailed to Joe Anderson, Purchasing Services, janderson@bartlettschools.org, no later than no later than 4:00 P.M. Central Time, Friday, September 1, 2017. **All questions must be submitted by email.**

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

(Before completing certification, read instructions on reverse.)

- (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

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract. The making of a Federal grant, the making of a Federal loan, the entering into 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.

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Non-Collusion Affidavit

State of _____

County of _____

I state that I am _____ of _____

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The prices(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the prices(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

- (5) _____, its affiliates, subsidiaries, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the above representation are material and important and will be relied on by Bartlett City Schools and Collierville Schools School Districts. in awarding the contract(s) for which this bid is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Bartlett City Schools and Collierville Schools School Districts of the true facts relating to submission of bids for this contract.

Name and Company Position

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, _____

Notary Public

My commission expires

Instructions for Non-Collusion Affidavit

- 1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.**
- 2. This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted on the bid.**
- 3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all the other persons employed by or associated with the bidder with responsibilities for the preparation, approval, and or submission of the bid.**
- 4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.**
- 5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.**
- 6. Failure to file and Affidavit in compliance with these instructions will result in disqualification of the bid.**

CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS

We require that suppliers comply with the Buy American provision in all program meals and:

1. Certify that the products they are offering are domestic; **or**
2. Request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Request for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least () days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: “Limited or lack of availability” or “Price”)		Alternative substitute item (include vendor number)	Price of specified item	Price of alternative item
	Limited or lack of availability	Price			

In all cases, the school food authority is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

I/We _____ certify that all food items on this bid have at least _____ percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

_____ *Authorized Signature*

_____ *Date*

In accordance with the Iran Divestment Act:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

I further attest and agree to immediately notify Purchasing Shared Services ("PSS") if either I or the entity I represent can no longer make the foregoing certification. I understand that failure to notify PSS may invalidate any and all agreements I have with the municipal school districts.

Company Name: _____
Address: _____
Email Address: _____
Telephone Number: _____
Fax Number: _____

AUTHORIZED REPRESENTATIVE (PRINT) **DATE**

SIGNATURE

School District Food Bid

Special Bid Conditions

1. The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.
2. 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.
3. All products must be packed in substantial commercial containers of the type, size and kind commonly used for the product. Packages must be clearly marked stating product, brand name, label, grade, and weight.
4. Bread rack(s) will be furnished by winning bidder for each school site at no additional cost to school district. Empty bread trays will be picked up at each delivery.
5. All bread products shall be delivered fresh and color-coded for their preparation date. **These color codes shall be submitted with bid.**
6. All nutrition standards regulations and policy memos that guide our implementation of the Healthy, Hunger-Free Kids Act are located at the following website: www.fns.usda.gov/cnd. As regulations change, additional information will be posted there. All school nutrition program operators are required to follow regulations in place at the time of purchase. As those regulations change, there may be a need to revise product requirements. School Nutrition reserves the right to delete or add products to comply with meal pattern regulations. All snacks must meet current smart snack guidelines.
7. **All food products offered on this bid must be documented with a Nutrition Fact Label, an ingredient statement and a CN label or Product Formulation Statement on manufacturer's letterhead that shows calculations to arrive at meat/meat alternate, grain, fruit or vegetable contributions.** This documentation MUST demonstrate how the product contributes to the meal pattern requirements and provide at a minimum calorie, saturated fat and trans fat contribution per serving. Sheets from e-nutrition and Food Profile are not acceptable, nor is a CD, DVD or website with information on all school products you stock. **Information on products should be organized in the order of the bid, preferably with the bid item # on the sheet that applies to each item.** Be sure all information submitted is the most up-to-date available as of bid opening. Serving amount on nutritional analysis should be the same as required on CN label, if applicable.
8. All grains must be whole grain unless otherwise stated.

SPECIAL BID CONDITIONS cont'd.

9. Food products and ingredients used to prepare schools meals must contain zero grams of trans fat (less than 0.5 grams) per serving. Documentation for food products and food ingredients must indicate zero grams of trans fat per serving. **All food products offered on this bid must be documented with a nutrition label or manufacturer specification listing the trans fat contribution.**
10. By entering a price quote next to an item the vendor is stating his intent and ability to provide the item to all School Districts at that price in quantities sufficient to supply the schools shown. If invoiced at a lesser price, the lesser price will be accepted.
11. Vendor is responsible for the merchandise until it is signed for by the School Nutrition Manager or her designated representative. Unloading at the schools will be allowed between 7:30 a.m. and 1:00 p.m.
12. A minimum of one (1) delivery per week unless otherwise requested by School Nutrition designee. Keys will not be made available for deliveries. Products must be delivered inside the cafeteria/food preparation area
13. A fully extended invoice is to be furnished with each delivery.
14. 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.
15. No advertisement will be permitted on the cartons provided to the School Districts other than the normal markings or identification of the manufacturer. Health and/or nutrition related information will be considered with prior approval from School Nutrition.
16. The successful vendor will be required to make deliveries to all of the School Districts listed on the enclosed list and any location that might be added during the course of the contract.
17. The School Districts reserve the right to add or delete recipients to this program during the contract period. Any added school will be provided service at the bid price.
18. Successful vendor must deliver awarded items in appropriate vehicle for those items. No drop shipments allowed. We reserve the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition, and suitable for delivering product.
19. Payment for items purchased will be made from invoices supplied by the vendor to each individual school, according to report periods. A copy of the "Cut-Off" Dates is enclosed.
20. Delivery schedules shall be discussed with the School Nutrition Managers of each school. Deliveries will be made Monday through Friday except on school holidays or days when schools are closed due to inclement weather. When a scheduled delivery day is interrupted for the above reasons, deliveries will be made on the next school day. Some schools will require more than once a week delivery.
21. Quantities shown in "Estimated Units Needed" column are best estimates based on previous usage and menus planned. Vendors can visit the districts' website for monthly menus. Successful vendors must monitor menus to insure proper inventory levels.

SPECIAL BID CONDITIONS cont'd.

- 22. 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.
- 23. In awarding bid items School Districts will abide by USDA Policy memorandum 210.21-14 and 220.17-01. The school food authority is required to the maximum extent practicable, to purchase domestic commodities or products produced in the United States and processed in the United States substantially using agricultural commodities that are produced in the United States. Where called for the bidder must indicate domestic or imported product.
- 24. Indicate the name, telephone number, and e-mail address of the contact person for the School Nutrition Manager to call to place order.
Name: _____
Telephone Number: _____
E-mail address: _____
- 25. Vendors must submit a complete bid to include all information requested for each item quoted on. An incomplete quote on a line item may be reason for rejection of that item.
- 26. Bid information is public and made available during normal business hours.
- 27. Award will be made on basis of acceptable quality to the lowest and best bidder who meets all the conditions of the bid. The Director of Purchasing and the Supervisor of School Nutrition or designee will determine the lowest and best bidder. Notification of award will be by letter to the successful vendors.
- 28. Vendor must deliver the item bid on. The School Nutrition Supervisor or designee must approve any substitutions in advance. The item substituted must meet or exceed the item specification but may not exceed the original bid price quoted. If substitution is at a lesser unit cost that price will be accepted.
- 29. School system and/or federal, state and local agencies must have access to books, documents, papers, and records related to this purchase or contract from the successful vendor(s) or subgrantee. This access along with all contract related documents for this bid award must be available for a minimum of three years from final payment of purchase order and/or contract to comply with federal retention regulations.
- 30. Vendor(s) receiving bid awards must comply to mandatory standards and policies relating to energy efficiency that are contained in the state's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163.89 Statue 871).
- 31. Successful bidders agree that they are in compliance with the applicable provisions of the Clean Air Act; the Clean Water Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.

SPECIAL BID CONDITIONS cont'd.

32. Contracts involving food must comply with the Buy American Provision. All foods purchased using school food service funds must be substantially grown and produced in the United States. Substantially means over 51% of the final processed product consists of agricultural commodities that were grown domestically. A waiver may be established by completing and signing the waiver form included in this document.
33. All contracts awarded in excess of \$10,000.00 shall comply with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations (41 CFR Part 60).
34. All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.
35. Bid awards will be made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.
36. 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 Joseph Anderson, Director Purchasing Services, Bartlett City Schools, Administration Offices, 5650 Woodlawn, Bartlett, TN 38134, no later than seven (7) days from date of bid award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition Office. The steps for dispute resolution may include:
 - A. A meeting with School Nutrition, the hearing official and representatives from the disputing party to discuss and resolve the complaint
 - B. 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
 - C. Purchases will not be allowed under this procurement until a final decision is rendered
 - D. In the event that purchases must be made for school before a final decision is rendered, the emergency purchase procedures will be used
 - E. The State Agency must be notified of all protests
37. Successful performance is defined as the vendor having met all the specifications and conditions of the bid as well as any accepted general standard of food handling to include all local, state and federal regulations that would be applicable to the bid.
38. 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.
39. The School Districts reserve the right to add/delete items during contract period.

SPECIAL BID CONDITIONS cont'd.

40. The School Districts reserve the right to cancel or terminate any portion of the bid contract that it deems is in the best interest of the school systems.
41. The School Districts 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.
42. All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.
43. **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
 - Inability to accommodate changes in the school meal program regulations
 - Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
 - Inadequate truck fleets to handle predicted volume of goods
 - Inadequate sanitation
 - Inadequate technical assistance and product information.
 - Documented unacceptable product
44. Vendor contract may be canceled for breach of contract for any one or combination of the following reasons:
- a) Merchandise fails to conform to specifications
 - b) Bidder fails to follow specified procedures for ordering and delivering
 - c) Bidder fails to deliver items ordered on three or more occasions
 - d) Bidder does not conform to bid pricing
 - e) Bidder fails to service all schools contracted for in the School Districts
 - f) At any time the School Districts determine that the best interest of the system is not being served
 - g) Lack of notification to School Nutrition designee that an item is out of stock and cannot be delivered
 - h) Failure by vendor to promptly pick up items that are not the bid items or approved substitutions.

Upon the occurrence of any event of breach or failure to perform, the School system may take anyone, or combination of the following actions:

SPECIAL BID CONDITIONS cont'd.

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 contract as materially breached and pursue any of its remedies at law or in equity, or both.
45. 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 School District(s) 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(s), the System(s) shall have the option of awarding the contract to the next lowest bidder or bidding again.
46. The School District(s) 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(s). The School System(s) must give notice of termination to the Vendor at least thirty (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 any 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.

SPECIAL BID CONDITIONS cont'd.

47. Act of God Clause

Due to conditions beyond the vendor's control, including but not limited to weather, there are times when a product that has been bid is no longer available at the cost originally guaranteed by the manufacturer.

When that happens the vendor may enact this "Act of God Clause" that simply means they cannot honor the original bid price on those impacted items. The vendor will adjust their price up accordingly to reflect the current price they are being charged by the manufacturer. The same fixed fee as was originally bid will continue to be utilized. The vendor must understand and accept that the School Districts Nutrition Service option at that point will be to either first accept the new price on the item, accept a different product than the one originally bid, or utilize a new supplier to provide that item.

When and only when the vendor receives notification from a manufacturer that the manufacturer is enacting their Act of God Clause will the vendor be able to enact theirs. At that point the following will then be implemented:

- The school system will be given a one-week notice that the vendor is enacting their Act of God Clause with a list of the items impacted.
- For our records the vendor will provide a copy of the notice from their manufacturer that they have been notified and documentation of the new price they are being charged by the manufacturer.
- Together School Districts Nutrition Service and the vendor can determine the desired course of action.
- The vendor cannot arbitrarily change prices that don't fall under the conditions set forth above, nor can they change any prices without notification to each school system first.
- Utilizing this method will allow vendors to continue to bid with confidence that they are protecting themselves and the School Districts Nutrition Service from the unpredictability of unusual circumstances.

48. School Districts reserves the right to request any additional information deemed necessary in the evaluation of this bid. Requested information shall be submitted within five (5) business days from date of request.
49. The School Districts reserve the right to accept or reject any or all bids in the interest of the school systems.
50. The School Districts reserve the right to cancel or terminate any portion of the bid contract that it deems is in the best interest of the school systems.
51. The School Districts 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.
52. The successful vendor shall be responsible for any and all damage to any School District's property that occurs in the fulfillment of the bid contract. Successful vendor shall make repairs in a timely fashion as well as payment for any repairs done by the School Districts for damage done in the fulfillment of the contract. All repair items supplied by any successful bidder shall be: 1) new and unused. Factory seconds, surplus, and/or reconditioned items will be unacceptable. The successful vendor will be responsible for obtaining any and/all necessary permits in conjunction with the repair

SPECIAL BID CONDITIONS cont'd.

53. Upon the occurrence of any event of breach or failure to perform, the School system may take anyone, or combination of the following actions:
- a. 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
 - b. event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
 - c. 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;
 - d. 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;
 - e. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.
54. 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).
55. 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.
56. 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).
57. A Certificate of Lobbying must be signed for all contracts over \$100,000.
58. A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
59. Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14.
60. All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.
61. The successful vendor shall be responsible for any and all damage to any School District's property that occurs in the fulfillment of the bid contract. Successful vendor shall make repairs in a timely fashion as well as payment for any repairs done by the School Districts for damage done in the fulfillment of the contract. All repair items supplied by any successful bidder shall be: 1) new and unused. Factory seconds, surplus, and/or reconditioned items will be unacceptable. The successful vendor will be responsible for obtaining any and/all necessary permits in conjunction with the repair.

SPECIAL BID CONDITIONS cont'd.

62. The terms, conditions and specifications listed in this bid constitute the total terms and conditions that will be acceptable. School Districts will not be bound by conditions other than those stated. Bid award will be made to the best responsive bidder meeting the requirements of the school districts.
63. School Districts reserve the right to award contracts as deemed to be in its best interest. School Districts reserve the right to accept or reject any bid in total or in part. School Districts reserve the right to award this bid by line item, groups of items, lump sum bid, or entire bid, whichever is deemed to be in its best interest.
64. Bidders will be notified by e-mail or by mail if bid is rejected.
65. The School Districts reserve the right to cancel or terminate any portion of the bid contract that it deems is in the best interest of the school systems.
66. If items are not available after the bids are opened, the School District reserves the right to award the contract to the next qualified vendor.
67. If the contract extends beyond the end of the current funding year, it shall be understood that purchases in future funding years are conditional on the receipt of federal and/or state funds. The school district reserves the right to change item descriptions, decrease/increase the quantities and/or add/delete items.
68. 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 previous years' 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.
69. School Nutrition reserves the right to procure other items outside of this bid.

SPECIAL BID CONDITIONS cont'd.

DELIVERY

The successful bidder is expected to deliver requested goods to **all schools**.

Regular deliveries to all schools are scheduled to begin approximately October 2, 2017. All deliveries will be at the expense of the bidder.

Delivery schedules will be altered as needed to meet holidays, inclement weather schedules, days when schools are closed. If this occurs on a scheduled delivery day, the delivery shall be made the next day of operation or on a day to be mutually agreed upon by the school nutrition designee and the successful contractor

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.

HOLD HARMLESS CLAUSE

The bidder/manufacturer shall hold harmless and indemnify the School District, from every claim, demand, suit and award which may be made by reason of:

- a. Any injury to person or property sustained by the supplier or by any person, manufacturer or corporation employed directly or indirectly by him/her upon, or in connection with, his/her performance under the contract, however caused;
- b. Any injury to person or property sustained by any person, manufacturer, or corporation caused by any act, neglect, default, or omission of the supplier or any person, manufacturer or corporation directly or indirectly employed by him/her upon, or in connection with, his/her performance under the contract;
- c. Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or unpatented invention in the performance of the services called for under the contract; and
- d. The bidder/manufacturer, at his/her own expense and risk, shall defend any legal proceeding that may be brought against the School District on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

VENDOR PERFORMANCE

Successful performance is defined as the vendor having met all the specifications and conditions of the bid as well as any accepted general standard of food handling to include all local, state and federal regulations that would be applicable to the bid.

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, School District may terminate this

SPECIAL BID CONDITIONS cont'd.

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 description / specifications

BREACH

Vendor contract may be canceled for breach of contract for any one or combination of the following reasons:

- i) Merchandise fails to conform to specifications
- j) Bidder fails to follow specified procedures for ordering and delivering
- k) Bidder fails to deliver items ordered on three or more occasions
- l) Bidder does not conform to bid pricing
- m) Bidder fails to service all schools contracted for in the School District
- n) At any time the School District determines that the best interest of the system is not being served
- o) Lack of notification to School Nutrition designee that an item is out of stock and cannot be delivered
- p) Failure by vendor to promptly pick up items that are not the bid items or approved substitutions.

SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of breach or failure to perform, the School system may take any one, or combination 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 contract 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 School District(s) 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(s), the System(s) shall have the option of awarding the contract to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

The School District(s) 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(s). The School System(s) must give notice of termination to the Vendor at least thirty (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 any 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.

VENDOR RESPONSIBILITIES

Under arrangements of this contract, the vendor awarded the contract will be responsible for each of the following:

- Interface with packers on problems relating to product pack and quality.
- Make purchase of specified items at the lowest price, including freight.
- If products that have a manufacturer certification or CN label do not meet USDA meal requirements, the vendor will be responsible for any and all USDA imposed claims.

SPECIAL BID CONDITIONS cont'd.

- 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.

INVOICES AND STATEMENTS

All monthly statements are to be issued to include and end with the cut-off date.

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. If an item is invoiced at a lesser price per unit, we will pay the lesser price. 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. A brief explanation should be noted on invoice.

PAYMENTS

Invoices will be balanced with the statement and processed for payment by the end of the month following purchase. Requests for pick-up of damaged products, products delivered in error or unauthorized substitutions must be done in a timely manner. **Request for credits must also be processed and credits issued within 30 days of the request for credit. Copies of ALL credits must be e-mailed or faxed to the School Nutrition designee. Statements must include any credits issued during the month.** Late charges will not be calculated in payment.

School District is a tax exempt organization.

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 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 conservation 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.

SPECIAL BID CONDITIONS cont'd.

- Bidders must comply with the “Buy American” provision as outlined in Policy Memorandum SP14-2012. Bidders must also sign and return with this bid the Buy American Certificate/Waiver form.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- All contracts awarded under this procurement cover patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

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

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

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

1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between _____
Name of Contractor

(hereinafter Contractor), and the Bartlett City Schools and Collierville Schools. Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from the Bartlett City Schools and Collierville Schools, "Contractor" agrees to indemnify, protect, defend, and hold harmless the Bartlett City Schools and Collierville Schools, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against the Bartlett City Schools and Collierville Schools, its Board Members, agents and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to the Bartlett City Schools and Collierville Schools.

(Name of Contractor) _____

BY: _____

TITLE: _____

State of Tennessee

County of Shelby

_____ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this instrument on behalf of

_____.

Signature

Witness by hand and Notaries seal at office this _____ day of _____, year of

_____.

Notary Public

My Commission Expires: _____

**SCHOOL NUTRITION
REPORTING DATES 2017-2018**

REPORTING MONTH	# DAYS SERVING
August 2017	19
September 2017	19
October 2017	17
November 2017	19
December 2017	14
January 2018	19
February 2018	18
March 2018	17
April 2018	21
May 2018	18

May 24, 2018 **

(The ending date may be extended or the school calendar may be altered due to inclement weather, energy crisis, or other special circumstances. If more than five (5) make-up days are necessary, the individual school district will determine when additional make-up days will be scheduled.)**

SCHOOLS WILL BE CLOSED ON THE FOLLOWING DATES

September	4	Labor Day
October	9-13	Fall Break
November	22-24	Thanksgiving
December	Dec. 21 – Jan. 2	Winter Break
January	15	M.L. King Day
February	19	President's Day
March	12-16	Spring Break
March	30	Good Friday
**May	24	Last Day of School

(The ending date may be extended or the school calendar may be altered due to inclement weather, energy crisis, or other special circumstances. If more than five (5) make-up days are necessary, the individual school district will determine when additional make-up days will be scheduled.)**

SCHOOLS IN DISTRICT

Bartlett City Schools:

Altruria Elem.
6641 Deermont
Bartlett, TN 38134

Bartlett High School
5688 Woodlawn
Bartlett, TN 38134

Bon Lin Md.
3862 North Germantown Rd.
Bartlett, TN 38133

Oak Elem. School
3573 Oak Rd.
Bartlett, TN 38134

Bartlett Ninth Grade Academy
4734 Shadowlawn Rd.
Arlington, TN 38002

Appling Md.
3700 Appling Rd.
Bartlett, TN 38133

Bon Lin Elem.
3940 North Germantown Rd.
Bartlett, TN 38133

Ellendale Elem.
6950 Dawnhill Rd.
Bartlett, TN 38135

Rivercrest Elem. School
4825 Rivercrest Lane
Bartlett, TN 38134

Bartlett Elem.
3932 Billy Maher Rd.
Bartlett, TN 38135

Elmore Park Md.
6330 Althorne Rd.
Bartlett, TN 38134

Collierville Schools:

Bailey Station Elem.
3435 Bailey Station Rd.
Collierville, TN 38017

Collierville Md.
580 Quinn Rd.
Collierville, TN 38017

Schilling Farms Md.
935 Colbert Street South
Collierville, TN 38017

Tara Oaks Elem.
600 East Harpers Ferry Drive
Collierville, TN 38017

Collierville Elem.
590 Peterson Lake Rd.
Collierville, TN 38017

Crosswind Elem.
831 Shelton Rd.
Collierville, TN 38017

Sycamore Elem.
1155 Sycamore Rd.
Collierville, TN 38017

Collierville High School
1101 New Byhalia Rd.
Collierville, TN 38017

**Purchasing Shared Services
Bartlett City Schools
Administration Offices
5650 Woodlawn
Bartlett, Tennessee 38134**

BID SHEET

***Bread that has been frozen will not be accepted. First ingredients excludes water.**

****Samples and current nutrition information should be submitted prior to bid opening.**

The following information reflects the estimated annual usage, by item, for Municipal School Districts. The total of items 1-4 will be used to determine the lowest and best bid. Cost per serving must be provided for all bid items listed.

ITEM NO.	PACK	DESCRIPTION	Qty.	COST/SVG.	Total
1.	_____	294,000 SVGS X Whole Grain Hamburger Buns, Plain Sliced- 51-60% Whole Grain. Whole grain or whole grain flours must be 1st ingredient on label. Remaining flours must be enriched. Minimum wt. of 2 oz. and no more than 2.2 oz per bun and meet minimum of 2 oz.grain. Bun must be a minimum of 3.5" in diameter. No more than 30 buns per pack. Must provide ingredient statement that indicates the grams/percentage of whole wheat flour. Approved Brand: Bimbo Bakery, Harris Baking or Approved Equal. Please specify package size and package quantity. If not bidding an approved brand, vendor must submit samples and current nutrition information prior to bid opening.		\$ _____ =	\$ _____
2.	_____	53,500 SVGS X Whole Grain Hot Dog Buns, Plain, Sliced- 51-60% Whole Grain. Whole grain or whole grain flours must be 1st ingredient on label. Remaining flours must be enriched. Minimum wt. of 2 oz. per bun Bun must be a minimum of 6 inches long. Bun must meet 2 oz. grain. No more than 16 buns per pack. Must provide ingredient statement that indicates the grams/percentage of whole wheat flour. Approved Brands: Bimbo Bakery, Harris Baking or Approved Equal. Please specify package size and package quantity. If not bidding an approved brand, vendor must submit samples and current nutrition information prior to bid opening.		\$ _____ =	\$ _____

**Purchasing Shared Services
Bartlett City Schools
Administration Offices
5650 Woodlawn
Bartlett, Tennessee 38134**

BID SHEET

ITEM NO.	PACK	DESCRIPTION	Qty.	COST/SVG	Total
3.	_____	<p>White Whole Wheat Sandwich Bread- Whole wheat flour must be the first ingredient listed on label, Weight of 1 oz. - 1.2 oz per slice as stated on product nutrition label Serving size = 1 slice. Slice to meet a minimum of 1 grain serving for the child nutrition program. <i>Loaf to contain 18-24 usable slices per loaf. Please specify number of slices per loaf.</i></p> <p>Approved Brands: Bimbo Bakery, Harris Baking or Approved Equal. Please specify package size and package quantity. If not bidding an approved brand, vendor must submit samples and current nutrition information prior to bid opening.</p>	35,000 SVGS X	\$_____ =	\$_____
4.	_____	<p>Hoagie Buns, Presliced – 51-60% Whole Grain.</p> <p>Whole grain or whole grain flours must be 1st ingredient on label. Remaining flours must be enriched. Minimum Bun should be 5 - 6 inches in length. Entire bun must meet a minimum of 2.4 oz and no more than 2.8 oz. of grain for the Child Nutrition Program. Packed 6 per package.</p> <p>Approved Brands: Bimbo Bakery, Harris Baking. Or approved equal.</p> <p><i>Please specify package size and package quantity.</i></p> <p>Vendor must submit samples and current nutrition information prior to bid opening.</p>	8500 SVGS X	\$_____ =	\$_____

TOTAL ITEMS 1 - 4 \$_____

Bread Products-Bartlett and Collierville

**Purchasing Shared Services
Bartlett City Schools
Administration Offices
5650 Woodlawn
Bartlett, Tennessee 38134**

BID SHEET

ITEM NO.	PACK	DESCRIPTION	Qty.	COST/SVG	Total
5.	24 oz.	Slider Buns 51-60% Whole Grain. Whole grain flour 1 st ingredient. Remaining flours must be enriched. Slice weighs 1-1.2 oz. Sliced State Package Count _____ Approved Brands: Bimbo Bakery, Harris Baking. Or approved equal. <i>Please specify package size and package quantity.</i> Vendor must submit samples and current nutrition information prior to bid opening.	1800 servings	X \$_____ =	\$_____
6.	6 ct. pkg.	English Muffins, Split Whole grain flour 1 st ingredient. Remaining flours must be enriched. State Package Count _____ Approved Brands: Bimbo Bakery, Harris Baking. Or approved equal. <i>Please specify package size and package quantity.</i> Vendor must submit samples and current nutrition information prior to bid opening.	120 servings	X \$_____ =	\$_____
TOTAL ITEMS 5-6					\$_____

Company _____

Ingredient information must include grams of whole grains and enriched flour for each item. To submit product information and to set up product testing for this bid contact Cassandra Dobbs at cdobbs@colliervilleschools.org

The name, telephone number, and email address of the contact person for **Municipal School Districts** to place orders.

NAME _____

NUMBER _____

EMAIL _____

Company Name: _____

All price quotations and related materials must be received in a sealed envelope. Time, date and nature of BID must be clearly marked on face of sealed envelope. Attach label below to the outside of your BID submission.

FIRM NAME

BID #FY180009

BID DUE

**PURCHASING SERVICES
BARTLETT CITY SCHOOLS
5650 WOODLAWN
BARTLETT, TN 38134**



Date: _____
Time: _____
Nature of BID _____

All bids must be received and time-stamped in Purchasing Services, Bartlett City Schools, Administration Offices, 5650 Woodlawn, Bartlett, TN 38134, prior to stated bid opening date and time on Bid Cover Sheet. Bids received after the specified date and time are considered late and will not be opened.