NOTICE TO BIDDERS

BID #FY150020

Purchasing Shared Services will receive bids for **Produce**. General Terms and Conditions and Specifications requested are detailed on the following pages. There will be a public opening of this bid not later than 11:30 A.M., Central Time, Tuesday, December 23, 2014, Purchasing Shared Services, Bartlett City Schools, Administration Offices, 5650 Woodlawn, Bartlett, Tennessee 38134.

All bids must be received and time stamped in Purchasing Services, Bartlett City Schools Administration Offices, 5650 Woodlawn, Bartlett, Tennessee 48134, 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.

The School Districts reserve 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 or 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 Municipal School Districts, its Board Members, agents and employees from all judgments, suits or demands for payment that may be brought against the Municipal 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 Municipal 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 Municipal School Districts offer educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

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<th>COMPANY NAME</th>
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Name and signature below certifies that you understand and agree to all information contained in this Bid.

| AUTHORIZED REPRESENTATIVE (Print) | SIGNATURE | DATE |

December 4, 2014

NOTICE TO BIDDERS

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| AUTHORIZED REPRESENTATIVE (Print) | SIGNATURE | DATE |
GENERAL TERMS AND CONDITIONS:

A. Bid must be completed on bid sheets provided.

B. Bidder must submit bid on items specified giving brand names, label and packaging, and other information as requested.

C. The Municipal School Districts reserve 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.

D. An agent that can legally bind the bidding vendor must sign Bid Cover Sheet and Hold Harmless Agreement and include both documents with their bid response.

E. It is understood that the bidder, if awarded an order or contract pursuant to this bid, agrees to protect, defend and save harmless, the Municipal School Districts from any suits or demands for payment that may be brought against it as a result of the contract.

F. 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.

G. The successful proposer must carry insurance as specified 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
   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

The School Districts shall be supplied satisfactory proof of coverage of the above required insurance. In addition, the School Districts shall be conspicuously named on the Certificate of Insurance as an additional insured on Auto, GL, and Excess Policies.

H. The successful bidder 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.

I. By agreeing to provide goods or services to any school within the School Districts, 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 Districts or to children in the School Districts’ child care program or who have access to the grounds of any School 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;
GENERAL TERMS AND CONDITIONS: cont’d.

(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.

J. Provisions should be in place for the replacement of shorted and/or spoiled produce for the same day or next day delivery.

K. The terms, conditions and specifications listed in this bid constitute the total terms and conditions that will be acceptable. The Municipal School Districts will not be bound by conditions other than those stated.

L. Municipal School Districts reserves the right to award contracts as deemed to be in its best interest. Municipal School Districts reserves the right to accept or reject any bid in total or in part. Municipal School Districts reserves 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.

M. 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

N. Municipal School Districts has the right at its discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond Municipal School Districts’ control.

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. Any alteration to this bid document by a vendor will deem that vendor’s response to this bid as null and void.

Q. The Municipal School Districts have the right at its discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond the Municipal School Districts control.

R. The Municipal School Districts offer educational and employment opportunities 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.
GENERAL TERMS AND CONDITIONS: cont’d.

S. Municipal School Districts encourages qualified minority and/or women-owned businesses to submit bids. Bartlett City Schools 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.

T. Questions regarding bid specifications should be directed to Cassandra Dobbs, School Nutrition Specialist, at c Dobbs@colliervilleschools.org no later than 4:00 P.M., Central Time, Thursday, December 18, 2014. Purchasing questions should be directed to Joseph Anderson, Director Purchasing Shared Services, janderson@bartlettschools.org, no later than 4:00 P.M., Central Time, Thursday, December 18, 2014.
HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between _________________________________  
Name of Contractor 
(hereinafter Contractor), and the School Districts named in this bid. 
Contractor agrees that as a condition precedent to “Contractor” being awarded a contract from 
the Municipal School Districts “Contractor” agrees to indemnify, protect, defend, and hold 
harmless the School Districts, its Board Members, agents, and employees from all judgments, 
claims, demands for payment, suits or actions of every nature and description brought against 
the School Districts, 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 School Districts.

(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 interment on behalf of 
____________________________________________________.

________________________________________________________  
Signature  
Witness by hand and Notaries seal at office this _______ day of ________________, year of 
__________.

_______________________________________________  
Notary Public  
My Commission Expires: _________________________________
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 is 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.
ATTACHMENT C
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/Address of Organization

____________________________________
Name/Title of Submitting Official

____________________________________  _____________________
Signature                                                                                            Date

____________________________________
Name/Address of Organization

____________________________________
Name/Title of Submitting Official

____________________________________  _____________________
Signature                                                                                            Date

Produce Bid
(FDPP)
CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS

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

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

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

1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product. If the supplier offers a Non-American product due to the fact that he/she feels the cost of the domestic product is significantly higher, then the supplier MUST list a price for the domestic product as well as a price for the Non-American product in the table below.

Requested Waiver Items

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Vendor Item #</th>
<th>American Price</th>
<th>Non American Price</th>
<th>Reason for Waiver Request</th>
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*use additional pages if needed

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

Date ___________________________

Vendor Name ________________________________

Completed By ________________________________
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. Bid period is for January 19, 2015 thru February 27, 2015. Municipal School Districts reserve the right to extend the contract, if agreeable between both parties, for two (2) additional consecutive one (1) month period. Municipal School Districts reserve the right to add/or delete products during the contract period.

3. School Nutrition Managers will place orders directly to the vendor who is awarded the produce bid for the bid period unless adjusted because of holidays. Delivery schedule will be worked out with the School Nutrition Manager of each school. Schools may require more than once a week delivery.

4. 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 reserve the right to delete or add products to comply with meal pattern regulations.

5. By entering a price quote next to an item the vendor is stating his intent and ability to provide that item to all the schools in the Municipal School Districts. The Municipal School Districts reserve the right to reject any or all bids.

6. Awards will be on an all or none basis, not by items. Bid awards will be made on the basis of the lowest overall bid total. If case counts vary an average cost for a portion price will be used to determine award.

   Vendor must quote based upon quantity, weight, or size designated below the unit cost line. By entering a price above a quantity, weight, or size, the bidder is guaranteeing to deliver that quantity, weight, or size at that price. IF BIDDING A DIFFERENT QUANTITY, WEIGHT, OR SIZE, THIS CHANGE MUST BE INDICATED ON THE BID DOCUMENT.

7. The School Nutrition Manager or their designee may reject an item if the case or bag shows rough handling, excess damage or poor quality. The successful bidder is expected to replace rejected items within twenty-four (24) hours.

8. The bid period may be adjusted holidays, inclement weather.

9. All bids must meet or exceed specifications.

10. 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.

11. 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.

12. Vendor(s) receiving bid awards must comply to mandatory standards on 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).

13. 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.

14. 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.

15. It is understood that the bidder, if awarded an order or contract pursuant to this bid, agrees to protect, defend and save harmless, the Municipal School Districts from any suits or demands for payment that may be brought against it as a result of the contract.

16. 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.

17. Award will be made on basis of acceptable quality who meets all the conditions of the bid. The Director of Purchasing Shared Services and the Supervisor of School Nutrition or designee will do determination. Notification of award will be by letter to the successful vendors.

18. By entering a price quote next to an item the vendor is stating his intent and ability to provide the item to all the Municipal School Districts Schools at that price. If invoiced at a lesser price the lesser price will be accepted.

19. Vendor is responsible for the merchandise until it is signed for by the School Nutrition Manager or designated representative. Unloading at the schools will be allowed between 7:00 a.m. and 1:30 p.m.

20. 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 a substitution is at a lesser unit cost, that price will be accepted.

21. Vendor will guarantee all merchandise for a reasonable shelf life period and shall replace any items, which fail to maintain acceptable quality for a reasonable shelf life. Bids on distressed foods will not be accepted.

22. Bid awards will be made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.

23. 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, weight; date produced or packed, packer and product code number.

24. Payment for items purchased will be made from invoices supplied by the vendor to each individual school, according to report periods.

25. All invoices must be signed by the School Nutrition Manager or designee.

26. 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: ____________________

27. 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 Municipal School Districts.
   f. At any time Municipal School Districts determines that the best interest of the system is not being served
   g. Lack of notification to School Nutrition Supervisor or 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.
SPECIAL BID CONDITIONS cont’d.

Any one or combination of penalties for failure to perform may be as follows:

- Cost Adjustment
- Termination of Contract
- Suspension from future bidding for one bid period
- Legal action and civil penalties
- Criminal action

28. Delivery schedules shall be discussed with the School Nutrition Managers of each school. All purchasing will be done on a schedule worked out between the vendor and the School Nutrition Manager. Any problems arising from such discussion will be submitted to the Supervisor of School Nutrition or designee for resolution. Deliveries will be made Monday through Friday except on school holidays or days that 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.

29. Quantities shown in “Estimated Units Needed” column are best estimates based on previous usage and menus planned. Vendors can view menus at the district’s website. Successful vendors must monitor menus to insure proper inventory levels. The School Nutrition Supervisor or designee will assist vendors in estimating quantities needed to meet menu demands. Should the contract be renewed “Estimate Units Needed” would be approximately the same for the renewal period. Should Commodities be received quantities may be adjusted.

30. Successful vendors must supply usage report at the end of the bid period.

31. All bids must meet or exceed specifications. 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.

32. Bid information is public and made available during normal business hours.

33. 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 Shared 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

34. Successful vendor must deliver awarded items in appropriate vehicle for those items.

35. 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 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:
SPECIAL BID CONDITIONS cont'd.

A. The article must be manufactured in the United States; and
B. The cost of domestic components must exceed 50 percent of the cost of all the components.

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

A. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
B. Competitive bids reveal the cost of a U.S. product is significantly higher than the non domestic product.

A form for Certification Regarding “Buy American “Requirement is included with the bid document. Food items requiring a waiver are to be listed on this form.

36. 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).

37. The Municipal 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.

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 district.

38. Special order items will not be accepted.

39. 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, Municipal School Districts has 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, Municipal School Districts has the option of awarding the contract to the next lowest bidder or bidding again.

40. 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.

41. 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 Municipal 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 Municipal 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 Municipal School Districts Nutrition Service from the unpredictability of unusual circumstances.

42. "The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer."
SCHOOLS TO BE SERVED

MUNICIPAL SCHOOLS BY DISTRICT

Arlington Community Schools:

Arlington Elem.    Arlington High School    Arlington Md.
11825 Douglass Street    5475 Airline Rd.    5470 Lamb Rd.
Arlington, TN 38002    Arlington, TN 38002    Arlington, TN 38002

Donelson Elem.
12140 Donelson Farms Parkway
Arlington, TN 38002

Bartlett City Schools:

6641 Deermont    3700 Appling Rd.    3932 Billy Maher Rd.
Bartlett, TN 38134    Bartlett, TN 38133    Bartlett, TN 38135

5688 Woodlawn    3940 North Germantown Rd.    3862 North Germantown Rd.
Bartlett, TN 38134    Bartlett, TN 38133    Bartlett, TN 38133

Ellendale Elem.    Elmore Park Md.    Oak Elem. School
6950 Dawnhill Rd.    6330 Althorne Rd.    3573 Oak Rd.
Bartlett, TN 38134    Bartlett, TN 38133    Bartlett, TN 38134

Rivercrest Elem. School    Ninth Grade Academy
4825 Rivercrest Lane    4734 Shadowlawn Rd.
Bartlett, TN 38134    Arlington, TN 38002

Collierville Schools:

Bailey Station Elem.    Collierville Elem.    Collierville High
3435 Bailey Station Rd.    590 Peterson Lake Rd.    1101 New Byhalia Rd.
Collierville, TN 38017    Collierville, TN 38017    Collierville, TN 38017

Collierville Md.    Crosswind Elem.    Schilling Farms Md.
580 Quinn Rd.    831 Shelton Rd.    935 Colbert Street South
Collierville, TN 38017    Collierville, TN 38017    Collierville, TN 38017

1155 Sycamore Rd.    600 East Harpers Ferry Drive
Collierville, TN 38017    Collierville, TN 38017

Germantown Municipal School District:

Dogwood Elem.    Farmington Elem.    Houston High
8945 Dogwood Rd.    2085 Cordes Rd.    9755 Wolf River Blvd.
Germantown, TN 38139    Germantown, TN 38139    Germantown, TN 38139

Houston Md.
9400 Wolf River Blvd.
Germantown, TN 38139

Riverdale Elem.
7391 Neshoba Rd.
Germantown, TN 38139
**Lakeland School System:**
Lakeland Elem.
10050 Oak Seed Lane
Lakeland, TN 38002

**Millington Municipal Schools:**
E.A. Harrold Elem.  Millington Elem.  Millington Central High
4943 West Union Rd.  6445 William Osteen Drive  8050 West Street
Millington, TN 38053  Millington, TN 38053  Millington, TN 38053

Millington Md.
4964 Cuba Millington Rd.
Millington, TN 38053
# SCHOOL NUTRITION REPORTING DATES 2014-2015

**REPORTING MONTH** | **# DAYS SERVING**
--- | ---
August 2014 | 20
September 2014 | 20
October 2014 | 18
November 2014 | 16
December 2014 | 15
January 2015 | 18
February 2015 | 19
March 2015 | 17
April 2015 | 21
May 2015 | 16
**May 24, 2015 **

(**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 districts will determine when additional make-up days will be scheduled.)

**SCHOOLS WILL BE CLOSED ON THE FOLLOWING DATES**

| Month       | Days       | Reason                  |
---           | ---        | ---                     |
September    | 1          | Labor Day               |
October      | 6-10       | Fall Break              |
November     | 11         | Veteran’s Day           |
November     | 26-28      | Thanksgiving            |
December     | Dec. 22 – Jan. 2 | Winter Break       |
January      | 19         | M.L. King Day           |
*February    | 13         | Professional Development Day |
*February    | 16         | President’s Day         |
March        | 16-20      | Spring Break            |
April        | 3          | Good Friday             |
**May**      | 22         | Last Day of School      |

*February 13 – All school districts closed except Germantown and Millington
*February 16 – All school districts open except Germantown and Millington

(**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 districts will determine when additional make-up days will be scheduled.)
Estimated usage quantities are to be used when bidding. **If bidding a different unit of issue, vendor must indicate unit of issue being bid on Bid Sheet.**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ESTIMATED USAGE</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bananas</td>
<td>40</td>
<td>100-120 CT. per carton, Uniform Length &amp; Ripeness Mostly Yellow with Green Tips, Brightly Colored Free from Bruises, Scars, Discoloration</td>
<td></td>
<td>100-120 Carton</td>
</tr>
<tr>
<td>2. Cucumbers</td>
<td>10</td>
<td>5#, firm, good green color, well developed and shaped</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Grapes, Green Seedless</td>
<td>10</td>
<td>18# Per Case, Approx. 94 Serv/Per Case. Firm, no decay Shelf life of (1) week without showing signs of decay State Case Weight or Minimum Delivery</td>
<td></td>
<td>18# Case</td>
</tr>
<tr>
<td>4. Grapes, Red Seedless</td>
<td>10</td>
<td>18# Per Case, Approx. 94 Serv/Per Case. Firm, no decay Shelf life of (1) week without showing signs of decay State Case Weight or Minimum Delivery</td>
<td></td>
<td>18# Case</td>
</tr>
<tr>
<td>5. Kiwi</td>
<td>8</td>
<td>7.5# Case, loose pack, 33-36 CT. Firm, free from decay, overripe or bruised</td>
<td></td>
<td>7.5# Case</td>
</tr>
<tr>
<td>6. Pineapples</td>
<td>8</td>
<td>8 CT., Golden in color</td>
<td></td>
<td>8 Count</td>
</tr>
<tr>
<td>7. Pineapples Chunks</td>
<td>200#</td>
<td>5#, Chunks, Golden in color. Secure packaging to maintain freshness.</td>
<td></td>
<td>5 Pounds</td>
</tr>
</tbody>
</table>
Estimated usage quantities are to be used when bidding. **If bidding a different unit of issue, vendor must indicate unit of issue being bid on Bid Sheet.**

VENDOR ______________________________________________________________________________________


<table>
<thead>
<tr>
<th>ITEM NO.</th>
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<th>UNIT DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Cantaloupe</td>
<td>70#</td>
<td>35-40 Pounds, 15-18/Case U.S. 11 Grade Mature and have good internal quality but not overripe, soft or wilted and free of decay</td>
<td>15-18 Count</td>
<td></td>
</tr>
<tr>
<td>10. Tomatoes</td>
<td>10</td>
<td>20# Carton, Approx. 60 Count, rich red color, well shaped, smooth and firm. Must be free from blemishes, cracks, green or yellow sunburned areas, overripe or bruised</td>
<td>20# Carton</td>
<td></td>
</tr>
</tbody>
</table>

Total $________

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 #FY150020
PURCHASING SHARED SERVICES
BARTLETT CITY SCHOOLS
5650 WOODLAWN
BARTLETT, TN 38134

Date: ______________________________
Time: ______________________________
Nature of BID ______________________________

All bids must be received and time-stamped in Purchasing Shared 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.