



**April 24, 2023
NOTICE TO BIDDERS
BID #FY23014**

Purchasing Shared Services will receive bids for **Food Products for Bartlett City Schools, Arlington Schools, Collierville Schools, Lakeland Schools and Millington Schools**. General Terms and Conditions and Specifications are contained in this bid. There will be a public opening of this bid not later than **11:00 A.M., Central Time, Tuesday, June 13, 2023, Bartlett City Schools, Administration Offices, 5705 Stage Road, Bartlett, Tennessee 38134**. All bidders will meet in front of Bartlett City Schools Administration Offices, 5705 Stage Road, Bartlett, Tennessee 38134 prior to **11:00 A.M., Central Time, Tuesday, June 13, 2023** and move to the bid opening. All safety regulations and precautions set by Federal, State, and County Governments will be strictly adhered to and followed by all BCS personnel and attendees.

All bids must be received, and time stamped in Bartlett City Schools Administration Offices, 5705 Stage Road, 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. 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 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.

_____ **TERMS:** _____ **DELIVERY:** Days A.R.O. _____
COMPANY NAME

_____ **ADDRESS** _____ **PHONE** _____ **FAX** _____

_____ **CITY** _____ **STATE** _____ **ZIP** _____ **E-MAIL ADDRESS** _____

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

_____ **AUTHORIZED REPRESENTATIVE (Print)** _____ **SIGNATURE** _____ **DATE** _____

GENERAL TERMS AND CONDITIONS:

1. All pricing must be completed on bid sheets provided. Pricing quoted shall be the School Districts' final actual cost. F.O.B. Destination. Bids are due no later than **11:00 A.M., Central Time, Tuesday, June 13, 2023**, in Purchasing Services, Bartlett City Schools Administration Offices, 5705 Stage Road, Bartlett, Tennessee 38134.
2. The School Districts reserve the right to award this bid by line item, groups of items or the entire list of items (Lump Sum Total), whichever is deemed to be in the best interest of the School Districts. 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. **Award will be made to one (1) proposer and as a complete lot (all items). In the event a bidder fails to quote a price on a specified item, the highest price for that item from all bids received will be inserted to calculate the bottom-line price. The School Districts reserve the right to make final determination as to the award of this bid and resulting separate contract with the School Districts, if any. Bid award is contingent upon Board approval.**
3. Each bidder must complete and return the following items with their bid:
 - Fully completed Notice to Bidders Form
 - Bid Sheets
 - Buy America Certification
 - Fully completed U.S. DEPARTMENT OF AGRICULTURE Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
 - Fully completed Certification Regarding Lobbying
 - Non-Collusion Affidavit
 - Iran Divestment Act Form
 - Hold Harmless Agreement
4. Bidder must submit bid on items specified and provide a copy of the product formulation sheet for all items bid on to "EACH" District in the bid.
5. Initial contract will run from July 1, 2023 through June 30, 2024 with the option to extend the contract for up to four (4) additional consecutive one (1) year terms with the mutual agreement of the vendor and Bartlett City Schools. **All bidders must hold pricing for food products for a minimum of thirty (30) days from the bid date. The initial bids and price changes specified are to reflect vendor's invoice fixed margin. The fixed margin will remain firm for the 2023-2024 school year. Prices must remain firm until October 31, 2023, and then prices may change every 3 months beginning November 1, 2023 and based on documented price increases to the School Districts. The vendor must e-mail notice of price changes to Designee by the 25th of the prior month to the price change. The notice must include a spreadsheet which lists all items, the previous price of each item, the new price for each item and the difference of change. A new order guide must also be sent by the 25th of the prior month to the price change. If order guides are not received by the School Nutrition designee within five (5) days prior to the time for prices to change, then prices from the prior bid period must be honored until this condition to be met.**
6. No bid may be withdrawn for a period of sixty (60) days after the bid opening without written approval of the Purchasing Agent.
7. The School Districts reserve the right to add and/or delete items during the contract period. Pricing for added items will be based on a comparison of pricing offered by successful proposer to the pricing of the same item offered on the open market prior to adding an item to the contract listing. The distributor(s) awarded the proposal may sell additional items at quoted prices at the request of the School Nutrition Supervisor.

GENERAL TERMS AND CONDITIONS: cont'd.

8. The successful bidder shall hold all licenses from the State of Tennessee related to the bid and shall meet all necessary legal requirements for conducting business with the School Districts.
9. All bids must meet or exceed the enclosed General Terms and Conditions and Specifications. All items supplied by the successful bidder shall be as specified. Items delivered not meeting these requirements shall be subject to return and replaced at no additional cost to the School Districts. Any exceptions to the General Terms and Conditions and Specifications must be clearly stated in the bid response.
10. Successful bidder agrees 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. The Buy American provision (7CFR Part 210.21(d)) is one of the procurement standards school food authorities must comply with when purchasing commercial food products served in the school meals program.
11. 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).
12. HACCP Requirements: The district expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by bidders and their manufactures. Prior to awarding the Bid, the School Districts may require documentation.
13. Bidder's recommendations must be in compliance with all local, state and federal codes, ordinances, regulations and laws. The successful bidder shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws; rules, and regulations, including applicable licensing requirements, management and safety practices, and in compliance with any and all reasonable rules of the School Districts relative to the premises. No instructions given in the contract documents shall be construed as an authorization to violate any codes, ordinances, regulations, or laws.
14. An agent that can legally bind the bidding vendor must sign all documents and include all signed documents with their bid response.
15. The successful vendor must carry insurance as specified below and must submit evidence of such insurance within five (5) business days from date of request. Insurance shall be provided by a company licensed to write insurance policies in the State of Tennessee and acceptable to the School Districts. All such insurance shall be in form and substance satisfactory to the School Districts and shall provide that it will not be subject to cancellation or non-renewal except after thirty (30) days prior written notice to the School Districts.
 1. Worker's compensation coverage in accordance with the statutory requirement and limits of the State of Tennessee
 2. Employer's Liability Insurance including coverage for claims for damages arising out of bodily injury, occupational sickness or disease or death of vendor's employees under any applicable workers' compensation statute or any other applicable employers' liability law for an amount not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease in the aggregate.
 3. Comprehensive General Liability Insurance for bodily injury (including death) and property damage for an amount not less than \$1,000,000.00 per occurrence.
 4. Comprehensive automobile liability insurance covering owned, hired and non-owned vehicles to apply to all liability arising out of the ownership or use of any automobile for an amount not less than \$1,000,000.00 combined single limit each accident.
 5. Excess Liability or Umbrella Liability Insurance for an amount not less than \$1,000,000.00 per occurrence. Any combination of primary and excess or umbrella limits totaling \$2,000,000 or greater is acceptable.

GENERAL TERMS AND CONDITIONS: cont'd.

16. Purchasing Services shall be supplied satisfactory proof of coverage of the above required insurance and vendor shall also provide certificates evidencing all renewals of such policies. In addition, **Bartlett City Schools, Collierville Schools, Arlington Schools, Lakeland Schools and Millington Schools** shall be conspicuously named on the Certificate of Insurance as an additional insured on all Policies. Any coverage applicable to the School Districts under vendor's insurance policies shall be primary and non-contributing with any insurance maintained by the School Districts in its own name and on its own behalf. In the event the vendor fails to furnish and maintain the required insurance or to furnish certificates of insurance the School Districts shall have the right, at its option, to terminate this bid or to take out and maintain such insurance and hold the vendor liable for the cost. Compliance by the vendor with the insurance requirements above shall in no way relieve the vendor from liability under any other provision of this bid agreement or subsequent contract documents if any.

17. 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."

18. Bidder attests and agrees to immediately notify the School Districts if either it or its representatives can no longer make the foregoing certification. Bidder understands that failure to notify the School Districts may invalidate any and all agreements it has with the School Districts.

19. By agreeing to provide goods or services to any school within the School Districts, proposer is attesting that it is aware of its obligations under T.C.A. 49-5-413(d) to ensure that all of its employees who have direct contact with the School Districts' students or to the School Districts' children in a child care program or who have access to the grounds of any School Districts' school 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 children or entering Arlington Schools, Bartlett City Schools, Collierville Schools, Lakeland Schools and Millington Schools grounds;
- (2) Received confirmation that the criminal history records check indicates that the employee has not ever been convicted of an offense, or the same or similar offense in any jurisdiction, enumerated in T.C.A. §49-5-413. If the employee has ever been convicted of any of the enumerated offenses, then the employee may not enter Arlington Schools, Bartlett City Schools, Collierville Schools, Lakeland Schools and Millington Schools or have any direct contact with Arlington Schools, Bartlett City Schools, Collierville Schools, Lakeland Schools and Millington Schools students or to children in Arlington Schools, Bartlett City Schools, Collierville Schools, Lakeland Schools and Millington Schools child care program.

The proposer also agrees that if one of your employees commits such an offense after you have conducted the initial criminal history check on the employee, said employee will notify you of the offense and you will subsequently not permit that employee to have contact with Arlington Schools, Bartlett City Schools, Collierville Schools, Lakeland Schools and Millington Schools students, to have contact with children in a child care program or to enter or come upon any Arlington Schools, Bartlett City Schools, Collierville Schools, Lakeland Schools and Millington Schools grounds.

You also agree and understand that your failure to satisfy all of the requirements of T.C.A. 49-5-413(d) will be deemed to be a material breach of this contract which could subject you to breach of contract damages.

20. It is understood that the bidder, if awarded an order or contract pursuant to this bid, agrees to indemnify, protect, defend and hold harmless, the School Districts, its Board Members, employees, and agents from and against any and all claims, suits, or demands for payment that may arise out of this bid and any resulting contract. The successful bidder agrees that this paragraph consists of non-negotiable, material terms of any resulting contract.

GENERAL TERMS AND CONDITIONS: cont'd.

21. Upon signature of this bid by the parties, this bid and the Bidder(s) response may serve as the contract between the parties if no separate contract results, as well as any written and/or electronic communications received from bidder in evaluation process. In the event that there is a conflict between the bid and the bid response, the bid or any resulting contract, whichever comes later, shall control.
22. The School Districts reserve the right to request any additional information deemed necessary in the evaluation of this bid. Requested information shall be submitted to the School Districts within five (5) business days from date of request.
23. Companies submitting bids must, if deemed necessary, be willing to meet with the School Districts at the bidder's expense, to discuss their bid. The School Districts shall not bear any costs or obligation with regard to the preparation of the bid.
24. If at any time the School Districts are dissatisfied with the quality of goods and/or service provided, a written notice of the specific problem(s) will be furnished to the bidder by certified letter. If the problem(s) is not corrected to the satisfaction of the School Districts within thirty (30) business days of this written notice, this entire contract may be unilaterally terminated by the School Districts with no further obligation on their part. Contract may also be terminated if three (3) or more such occurrences occur within any twelve (12) month period.
25. The School Districts have the right at their discretion to terminate or renegotiate their Agreement due to occurrence of any event or action beyond their control or any condition or cause beyond the districts' control. After such termination of their contract, the Customer shall have no continuing obligation under the terms of their Contract.
26. The General Terms and Conditions and General Scope of Services in no way favor one (1) vendor over another. Bidders shall abide by and comply with the true intent of the General Terms and Conditions and Specifications and not take advantage of any unintentional error omission of the School Districts.
27. Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the Bidder must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
28. It is agreed and understood that state laws shall govern any contract and/or order placed as a result of the bid. The rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Tennessee.
29. State whether your firm is certified by State of Tennessee as a drug-free workplace.
30. Successful bidder and their employees must adhere to all applicable School Districts' procedures.
31. Costs not delineated in the bid response will not be negotiated in the contract.
32. Amy Tucker, RD, Supervisor, School Nutrition, Bartlett City Schools, shall serve as the bid Coordinator.
33. Any alteration to this bid document by a bidder will deem that bidder's response to this bid as null and void.
34. **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>, under About US click Bid & RFP Opportunities.**
35. During the period of this contract, no change will be permitted in any of its conditions and specifications unless the successful proposer receives written approval from the School Districts.
36. 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 and/or School Districts) 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 goods/services by bidding of this service. Bidder agrees that the School Districts shall bear no responsibility or liability for any agreements between bidder and the other Institution(s) who desire to exercise this option.
37. The School Districts encourage qualified minority and/or women-owned businesses to submit bids. The School Districts award 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.

GENERAL TERMS AND CONDITIONS: cont'd.

38. The 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.
39. **NON-APPROPRIATION OF FUNDS:** Notwithstanding any other provision of this bid, funds for this bid 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 bid or any resulting contract, this bid or resulting contract shall become null and void. After such termination due to non-appropriation of funds, the Customer shall have no continuing obligation under the terms of this bid or any resulting contract.
40. In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online : <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or

2 fax:

(833) 256-1665 or (202) 690-7442; or

3. email:

program.intake@usda.gov

This institution is an equal opportunity provider.

41. **TERMINATION FOR CAUSE.** The School Districts may terminate for cause in the event of any default by the Vendor of any of the terms and conditions of this bid. Late deliveries, deliveries of food products which do not conform to this bid, and failure to provide the School Districts with reasonable assurances of future performance shall allow the School Districts to terminate this bid for cause. If termination for cause occurs, the School Districts shall not be liable to the Vendor for any amount, and the Vendor shall be liable to the School Districts for any and all damages sustained by the default which caused the termination.
42. **TERMINATION FOR CONVENIENCE.** The School Districts reserve the right to cancel this bid, with or without cause prior to shipment.
43. All contracts awarded in excess of \$10,000 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).

GENERAL TERMS AND CONDITIONS: cont'd.

44. Pursuant to T.C.A. 12-4-127, I hereby certify that our company is not currently engaged in and will not for the duration of the time it does business with Arlington Community Schools, Bartlett City Schools, Collierville Schools, Lakeland School System and Millington Municipal Schools Districts' Boards of Education, engage in a boycott of Israel. (This certification applies only to contracts with a potential value of \$250,000 OR to Companies with greater than 10 employees.)
45. If a prospective vendor does not agree with the bid award, they may direct questions or concerns to the BCS' Purchasing Agent. Disputes should be submitted in writing to Shelia Johnson, Purchasing Agent, Bartlett City Schools, 5705 Stage Road, Bartlett, Tennessee 38134, no later than seven (7) days from date of bid award.
46. All bid specification questions should be directed to Amy Tucker, atucker@bartlettschools.org, no later than 4:00 P.M., Central Time, Tuesday, **June 6, 2023**. All purchasing questions should be directed to Shelia Johnson, Purchasing Agent, Purchasing, sjohnson2@bartlettschools.org no later than 4:00 P.M., Central Time, **Tuesday, June 6, 2023**. **ONLY E-MAIL QUESTIONS WILL BE ANSWERED.**

MUNICIPAL SCHOOLS BY DISTRICT



Arlington Community Schools School Nutrition REPORTING DATES 2023-2024

ARLINGTON SCHOOLS WILL BE CLOSED THE FOLLOWING DATES:

| | |
|-------------------------------------|---------------------|
| August 7, 2023 | First Day of School |
| September 4, 2023 | Labor Day |
| October 9-13, 2023 | Fall Break |
| November 20-24, 2023 | Thanksgiving Break |
| December 21, 2023 – January 3, 2024 | Winter Break |
| January 15, 2024 | MLK Jr. Day |
| February 19, 2024 | President's Day |
| March 11-15, 2024 | Spring Break |
| March 29, 2024 | Good Friday |
| **May 16, 2024 | 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.)

Arlington Community Schools delivery locations:

Arlington Elementary School
11825 Douglas Street
Arlington, TN 38002

Arlington High School
5475 Airline Road
Arlington, TN 38002

Arlington Middle School
5470 Lamb Road
Arlington, TN 38002

Donelson Elementary School
12140 Donelson Farms Parkway
Arlington, TN 38002



**Bartlett City Schools
School Nutrition
REPORTING DATES 2023-2024**

BARTLETT CITY SCHOOLS WILL BE CLOSED THE FOLLOWING DATES:

| | |
|-------------------------------------|---------------------|
| August 7, 2023 | First Day of School |
| September 4, 2023 | Labor Day |
| October 9-13, 2023 | Fall Break |
| November 20-24, 2023 | Thanksgiving Break |
| December 21, 2023 – January 4, 2024 | Winter Break |
| January 15, 2024 | MLK Jr. Day |
| February 19, 2024 | President's Day |
| March 11-15, 2024 | Spring Break |
| March 29, 2024 | Good Friday |
| **May 16, 2024 | Last Day of School |

(**The ending date may be extended or the school calendar 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.)

Bartlett City Schools delivery locations:

Altruria Elementary School- 6641 Deermont Dr, Bartlett TN 38134
Appling Middle School- 3700 Appling Road, Bartlett TN 38133
Bartlett Elementary School – 3932 Billy Maher Road, Bartlett TN 38135
Bartlett High School- 5688 Woodlawn St, Bartlett TN 38134
Bon Lin Elementary School- 3940 N. Germantown Rd, Bartlett TN 38133
Bon Lin Middle School- 3862 N Germantown Rd, Bartlett TN 38133
Ellendale Elementary School- 6950 Dawn Hill, Bartlett TN 38133
Elmore Park Middle School- 6330 Althorne Rd, Bartlett TN 38134
Oak Elementary School- 3573 Oak Road, Bartlett, TN 38135
Rivercrest Elementary School- 4825 Rivercrest Lane, Bartlett TN 38135
Bartlett Academy- 4734 Shadowlawn Rd, Arlington, TN 38002



**Collierville Schools
School Nutrition
REPORTING DATES 2023-2024**

COLLIERVILLE SCHOOLS WILL BE CLOSED THE FOLLOWING DATES:

| | |
|-------------------------------------|----------------------------|
| August 10, 2023 | First Day of School |
| September 4, 2023 | Labor Day |
| October 9-13, 2023 | Fall Break |
| November 20-24, 2023 | Thanksgiving Break |
| December 25, 2023 – January 5, 2024 | Winter Break |
| January 15, 2024 | MLK Jr. Day |
| February 19, 2024 | President’s Day/Admin. Day |
| March 18-22, 2024 | Spring Break |
| March 29, 2024 | Good Friday |
| **May 24, 2024 | 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.)

Collierville Schools delivery locations:

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

Collierville Elem.
590 Peterson Lake Road
Collierville, TN 38017

Collierville High
11605 E. Shelby Drive
Collierville, TN 38017

Collierville Middle
580 Quinn Road
Collierville, TN 38017



Collierville Schools delivery locations:

Crosswind Elem.
831 Shelton Road
Collierville, TN 38017

Schilling Farm Elem.
935 Colbert Street S.
Collierville, TN 38017

Sycamore Elem.
1155 Sycamore Road
Collierville, TN 38017

Tara Oaks ELEM
600 E. Harper Ferry Dr.
Collierville, TN 38017

West Collierville Middle
1101 New Byhalia Road
Collierville, TN 38017



**Lakeland School System
School Nutrition
REPORTING DATES 2023-2024**

LAKELAND SCHOOLS WILL BE CLOSED THE FOLLOWING DATES:

| | |
|-------------------------------------|---------------------|
| August 7, 2023 | First Day of School |
| September 4, 2023 | Labor Day |
| October 9-13, 2023 | Fall Break |
| November 20-24, 2023 | Thanksgiving Break |
| December 21, 2023 – January 3, 2024 | Winter Break |
| January 15, 2024 | MLK Jr. Day |
| February 19, 2024 | President’s Day |
| March 11-15, 2024 | Spring Break |
| March 29, 2024 | Good Friday |
| **May 16, 2024 | 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.)

Lakeland School System delivery locations:

Lakeland Elementary School
10050 Oakseed Lane
Lakeland, TN 38002
901-867-7071

Lakeland Preparatory School
5020 Lions Crest Drive
Lakeland, TN 38002
901-290-0505



**Millington Municipal Schools
School Nutrition
REPORTING DATES 2023-2024**

MILLINGTON MUNICIPAL SCHOOLS WILL BE CLOSED THE FOLLOWING DATES:

| | |
|-------------------------------------|---------------------|
| August 7, 2023 | First Day of School |
| September 4, 2023 | Labor Day |
| October 9-13, 2023 | Fall Break |
| November 10, 2023 | Veteran's Day |
| November 20-24, 2023 | Thanksgiving Break |
| December 21, 2023 – January 3, 2024 | Winter Break |
| January 15, 2024 | MLK Jr. Day |
| February 19, 2024 | President's Day |
| March 11-15, 2024 | Spring Break |
| March 29, 2024 | Good Friday |
| May 17, 2024 | Last Day of School |

(**The ending date may be extended or the school calendar may be altered due to summer feeding, 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.)

Millington Municipal Schools delivery locations:

Millington Primary School
6445 William Osteen Dr.
Millington, TN 38053

Millington Intermediate School
4964 Cuba Millington Rd.
Millington, TN 38053

Millington Central Middle/High School
8050 West St.
Millington, TN 38053

**Food Products Bid for
Arlington Schools, Bartlett Schools, Collierville Schools, Lakeland Schools and Millington
Schools**

Special Bid Conditions

Attached are instructions and special bid conditions for submitting a Food Products Bid for Arlington Schools, Bartlett Schools, Collierville Schools, Lakeland Schools and Millington Schools. The bid term begins July 1, 2023 through June 30, 2024.

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. It 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.

Bidder must submit a bid on items specified and provide a copy of the product formulation sheet for all items bid on to “EACH” District in the bid.

Nutrition Standards

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. Any items added must be priced according to the pricing structure specified in the bid conditions.

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. Meats that contain a minimal amount of naturally-occurring trans fat are allowed. **All food products offered on this bid MUST be documented with a nutrition label or manufacturer specification listing the trans fat contribution.**

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.

A sheet that outlines the Whole Grain-Rich Equivalency (oz. eq.) Requirements for School Meal Programs is also included for your easy reference. All grains served (unless otherwise indicated) must be whole grain. Specific relating to grains can be found at this link:

<http://www.fns.usda.gov/cnd/Goverance/Policy-Memos/2012/SP30-2012os.pdf>

All snacks must meet current SMART snack guidelines.

Special Bid Conditions cont'd

NUTRIENT ANALYSIS AND OTHER PRODUCT DOCUMENTATION

All food products offered on this bid MUST be documented with a Nutrition Fact Label, an ingredient statement and a CN label and Product Formulation Statement on manufacturer's letterhead. This document MUST demonstrate how the product contributes to the meal pattern requirements and provide 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 information on all school products you stock. Information on products should be organized in the order of the bid, preferably with the bid item number 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 (Each District mentioned in this bid is to receive a paper copy).

Material Safety Data Sheets must be provided for all applicable items.

In awarding bid items the 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.

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.

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.

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

Bid Preparation

All columns of the bid document must be completed on all items. The packer and packer code number; brand, label and/or color code; bidder item code number; case or specified unit cost;

Special Bid Conditions cont'd

and extended price (total cost x anticipated usage) must be printed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the bid sheet. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.

Any mathematical calculation that involves decimals shall be treated as follows:

- a) Decimals listing prices for individual units, ounces, etc. will be rounded to four (4) places using standard rounding rules.
- b) All other decimals shall be rounded to two (2) places using standard rounding rules.

Any deviation as to descriptions or specifications, i.e., weight of package or box, pack size, packer number, or quantity must be noted by vendor on the bid document. For items with alternate packaging, bidders shall adjust usage to reflect deviation in pack size. Alternate bids on boxes or packages varying slightly as to weight will be considered, if sufficient information, such as price per oz., unit, package, etc. is supplied and schools can utilize in the alternate amounts.

The total bottom line cost will be determined by multiplying each item total bid price times the estimated usage figure and adding the extended dollar figures. School Districts will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bottom-line total will be adjusted if mathematical conversions and extensions indicate the need for correction. All bids shall be in accordance with the instructions to bidders, descriptions and specifications as attached.

School Nutrition reserves the right to procure other items outside of this bid.

DESCRIPTIONS

All bids should be in accordance with the instructions to bidders, descriptions and specifications as attached. Descriptions are intended to be open and non-restrictive, with the exception of pre-approved brands. Any reference to brand name or number should be construed as restricting to that manufacturer. When bidding manufacturer's brands, only the pre-approved manufacturer's label and code number as listed in the bid document will be accepted for the duration of the contract. No substitutions or brand changes will be accepted without written documentation that a product originally bid is no longer available. If a bidder quotes a price on a brand other than those listed as approved, without prior approval by the School Districts, the total bid may be disqualified.

The School Districts may specifically designate any brand acceptable even if blanket approval is implied. This is done by stating that "X" brand is unacceptable.

If you are bidding an approved equal item, please have that information submitted to Amy Tucker at atucker@bartlettschools.org by Tuesday, June 6, 2023. You will receive further instructions concerning testing.

Special Bid Conditions cont'd

SAMPLES

Vendors may be required to submit samples of items bid. Samples should be what would be delivered to the school site and from a normal production at the manufacturer. Samples will be requested by the School Nutrition designee. Samples are to be furnished without cost and are to be sent to the school or site designed by the School Nutrition designee and marked "SAMPLE". The samples will be used to help determine selection of items.

ITEM SUBSTITUTION AND OUT-OF-STOCK

If a vendor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price per unit may be delivered, with approval of the School Nutrition designee. The School Nutrition designee should be notified of out-of-stocks prior to delivery. **NO SUBSTITUTIONS WITHOUT PRIOR NOTICE**. If substitution is at a lesser unit cost that price will be accepted.

Any items delivered that were not authorized by the School Nutrition designee will have to be picked up at the vendor's expense and proper credit issued to the school or schools where the deliveries were made.

QUOTES/ADDING ADDITIONAL ITEMS

The School Districts reserve the right to add/delete products during the contract period. Pricing for added products will be based on a comparison of pricing offered by vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. The distributor(s) awarded the bid may sell additional items at quoted prices at the request of the School Nutrition designees.

SERVICE LEVEL

The vendor shall fill all original orders at a monthly average of ninety-seven percent (97%) or above on the scheduled delivery day. Delivery for the remaining three percent (3%) will be worked out between the vendor and School Nutrition designee within forty-eight (48) hours of the scheduled delivery.

Vendors 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.

ORDERS

Initial orders should be placed two weeks prior to expecting first order August 1, 2023. Purchase orders will be issued from each school site as needed. Purchase orders will be sent to vendor electronically or by agreed upon method. Vendor will be notified prior to any changes in how Districts will receive orders.

Special Bid Conditions cont'd

DELIVERY

The successful vendor is expected to deliver requested goods to **all schools**. **Regular deliveries to all schools are scheduled to begin the week of July 31 - August 4, 2023**. All deliveries will be at the expense of the bidder.

Deliveries shall be made between the hours of 6:00 a.m. and 1:00 p.m. Exceptions to this time frame must be approved on a case by case basis by the School Nutrition designee. Delivery schedules should be submitted for prior approval and shall remain constant from delivery to delivery.

The manager or designee will check the items delivered against the requisition/purchase order and invoice at the time of delivery with both the manager or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods. School Nutrition shall retain the right to reject any or all of a delivery that does not meet product specifications within ten (10) full working days from the delivery date. Rejected items are to be picked up at the supplier's expense and credit memo issued.

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. A school calendar for 2023-2024 school year is included in this bid packet.

After a school district has paid employees overtime on three (3) occasions due to late deliveries, the contractor will reimburse the district at the rate of 1 ½ times the hourly rate plus fringe benefits.

Successful vendor must deliver awarded items in appropriate vehicle for those items. Deliveries must be made in mechanically refrigerated and/or frozen trucks maintaining a temperature below freezing at all times, or temperature appropriate for items shipped. The School Nutrition Program reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition, and suitable for hauling of all items. All foods are to be delivered in clean cases with no evidence of damage.

Deliveries will be made to each school. Any freight or delivery charges to deliver to the schools must be included in the original quoted fixed fee. Drivers shall deliver merchandise into designated storage areas (dry, chilled and frozen). Drivers shall not be required to stow merchandise on shelves.

Failure of any delivered item to conform with specifications as bid shall constitute a default in the contract and shall subject the vendor to the penalties that may be assessed to them by reason thereof. If a vendor fails to deliver on a specified date, and does not notify the School Nutrition designee, the Board of Education reserves the right to terminate this contract in whole or in part after notification in writing.

The Schools Districts within this bid follow the principles of HACCP (Hazard Analysis Critical Control Points) in accepting all deliveries. Therefore, upon delivery, temperature of products will be taken and recorded and overall product condition will be inspected in accordance with the District Food Safety Plan.

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.

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.

VENDOR QUALIFICATIONS

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 frozen, chilled and dry goods
- ✓ Inadequate sanitation
- ✓ Inadequate technical assistance and product information
- ✓ Documented unacceptable product

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 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

Special Bid Conditions cont'd

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 / specification

BREACH

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.

SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of breach or failure to perform, the School Districts 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 timeline 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 Districts determine that the Vendor has cured the breach, shall never be paid to the Vendor;
3. Set off against any other obligation the School Districts may owe to the Vendor any damages the School Districts 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.

Special Bid Conditions cont'd

CONTRACT AWARD

The bid is an annual bid and will be awarded based on the bottom-line award method in each of the following two categories:

Category I – Canned Fruits, Vegetables, and Meats; Dry Breakfast Items, Staples and Snacks

Category II – Frozen Fruits, Vegetables, and Meats; Frozen and Chilled Breakfast Items, Staples, and Snacks

Each supplier should bid on all items in each category for which a bid is submitted. The bid will be awarded on an all-or-nothing basis based on total bottom line price for each of the two categories. This will be determined by extending each item's bid price times and estimated usage figure and adding the extended dollar figures in each category. In the event a vendor fails to quote a price on a specified item, the highest price for that item from all bids received will be inserted to calculate the bottom-line price.

However, items on the bid are needed in the schools so no more than ten (10) items per category may be "no bid" or bid without meeting the stated specifications. Offering a proposal on a brand which was not pre-approved may be a reason for rejection of bid. The partnership may consider the volume of the item concerned.

The contract will be awarded in writing to the responsive and responsible bidder(s) whose bid, conforming with all specifications, terms and conditions of the bid document, is the lowest in cost for the School Districts.

The Schools Districts reserve the right to accept or reject any or all bids in the interest of the School Districts.

The School Districts reserve the right to cancel or terminate any portion of the bid contract that it deems is in their best interest.

If items are not available after bids are opened, the Schools Districts reserve the right to award to the contract to the next qualified vendor.

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 which will be the LAST DAY OF THE MONTH.

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.

The School Districts are tax exempt organizations.

RECORDS

All vendors 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. Vendors 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 book, documents, papers, and records of the vendor 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. All records for renewed contracts must be retained until the contract has expired, final payment has been made, and three (3) years have passed.

AUDITS

By submission of a bid, each bidder agrees to furnish to each Board of Education, upon demand, such of its records, books and accounts as will substantiate to the satisfaction of the Board or its agents that the cost quoted to the Board is in fact the net cost paid by the bidder for the quoted item.

Special Bid Conditions cont'd

Audits will be made for a contractor's cost records as follows:

- ✓ Prior to award of contract, an upfront audit of cost on those items where cost quoted is supported by 3rd party invoice or bid confirmation.
- ✓ At least two times per year, and more often if necessary.
- ✓ At any time price reviews indicate a problem might exist.

The vendor shall be given notice from the School Nutrition designee of the intent to conduct the audit. The date shall be scheduled a minimum of two weeks in advance. A list of items to be audited shall be given to the vendor at least one week in advance.

The vendor shall provide acceptable documentation as follows:

- ✓ Manufacturer's invoices
- ✓ Freight bills
- ✓ Evidence of cash discounts, "billbacks", promotion allowances, label allowances, or other "rebates." These shall accrue to the benefit of the School Districts.

REPORTS

Vendors shall be required to submit product utilization reports to each School Nutrition designee at the end of the contract period and upon request for rebates, etc. Based on the request from the School Nutrition designee, these reports shall be submitted for total quantity delivered either by school site, combined district total, or combined School Districts total. Utilization reports shall be submitted within fifteen (15) calendar days after the request. Payments for the month prior to the due dates of utilization reports may be withheld at the discretion of School Districts' officials until utilization reports are received.

Buy American Certification

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.

Requests 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 (7) 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 Domestic Product | Price of Non-Domestic Product | Country of Origin |
|---|--|-------|---|---------------------------|-------------------------------|-------------------|
| | Limited or lack of availability | Price | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

In all cases, the school food authority (SFA) 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.

What other alternatives to using non-domestic food products were considered?

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

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

**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

AD-1048



OMB No. 0505-0027
Expiration Date: 09/30/2025

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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;

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

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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 or debarment.
3. The prospective lower tier participant must provide immediate written notice to the person(s) 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 the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being 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 may 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 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 General Services Administration's System for Award Management Exclusions database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between _____
Name of VENDOR

(hereinafter Vendor), and the School Districts named in this bid.

Vendor agrees that as a condition precedent to "Vendor" being awarded a bid from the School Districts "Vendor" 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 "Vendor's" providing goods or services to the School Districts.

(Name of Vendor) _____

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: _____

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 an Affidavit in compliance with these instructions will result in disqualification of the bid.

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 price(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 the School Districts in awarding the contract(s) for which this bid is submitted, I understand and my firm understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the 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

ASSURANCE STATEMENT

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
 - ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
 - x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

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 District's 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 Districts 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 Nutrition designee 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 Nutrition designee from the unpredictability of unusual circumstances.

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 Districts.

Vendor contract(s) may be terminated for cause and convenience, regardless of amount. A contract termination for cause can be for any or a combination of the following reasons:

- A. Service fails to conform to specifications
- B. Bidder fails to follow specified procedures for service
- C. Bidder does not conform to bid pricing
- D. At any time the School Districts determine that the best interest of the system is not being served

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

- 1. Cost Adjustment
- 2. Termination of Contract
- 3. Suspension from future bidding for one bid period
- 4. Legal action and civil penalties
- 5. Criminal action

**Purchasing Shared Services
 Bartlett City Schools
 Administration Offices
 5705 Stage Road
 Bartlett, Tennessee 38134
 Bid Sheet**

Unit prices MUST be entered in the Excel spreadsheet (separate attachment), printed and returned with bid. Please note there are eleven (11) tabs/categories for various food items. Only include the “total dollar amount” for each food category on this bid sheet.

The quantities listed are estimated annual usage for Arlington Schools, Bartlett City Schools, Collierville Schools, Lakeland Schools and Millington Schools and are not necessarily the exact annual usage. The actual usage may be more or less than quantities listed in the attached document. The usage listed will be for evaluation of bids in making any award.

| <u>Category</u> | <u>Total Dollar Amount</u> |
|-----------------------------|----------------------------|
| Meats | \$ _____ |
| Pizza | \$ _____ |
| Grains | \$ _____ |
| Vegetables-Frozen | \$ _____ |
| Vegetables-Canned | \$ _____ |
| Pasta | \$ _____ |
| Fruits-Dry Storage | \$ _____ |
| Fruits-Frozen | \$ _____ |
| Extra Items | \$ _____ |
| Condiments | \$ _____ |
| Storeroom | \$ _____ |
| GRAND 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 #FY23014

**PURCHASING
BARTLETT CITY SCHOOLS
5705 STAGE ROAD
BARTLETT, TN 38134**

BID DUE: Tuesday, June 13, 2023

Date: _____

Time: _____

Nature
of Bid _____

All bids must be received and time-stamped in Purchasing, Bartlett City Schools Administration Offices, 5705 Stage Road, Bartlett, TN 38134, prior to stated date and time on bid Cover Sheet. Bids received after the specified date and time are considered late and will not be opened.