

**Sumner County School Nutrition Program
SY 2024-2025
USDA Commodity Processing
Contract Agreement**

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

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

COMPANY

REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

DATE

PARENT COMPANY

REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP CODE

Bid Conditions
Sumner County School System
School Nutrition Program

Sumner County requests price quotes/bids to be submitted on items to be processed using USDA Commodities as indicated in the attached specifications. The items are to be purchased and used in the School Nutrition Program. The objective is to select suppliers providing for open and free competition, comparability, and documentation of all purchases.

The bid is firm fixed pricing for July 1, 2024 – June 30, 2025. Only bids from approved Commodity Processors will be considered.

The Sumner County School Nutrition Program will be responsible for payment of all bids accumulated. Sumner County is responsible for any debts and liabilities assumed.

All food must be processed, packaged, and delivered under the best possible sanitary conditions in accordance with Local, State of Tennessee, and Federal Pure Food Laws and Health regulations.

Please note that this document represents the GENERAL BID CONDITIONS. PLEASE READ ALL DOCUMENTS.

I. Bid Periods:

The Sumner County School Nutrition Program will receive sealed bid documentation in the office of the Sumner County Board of Education, 695 E. Main Street, Gallatin, TN 37066, ATTN: Dawn Botensten. All Sealed Bid documentation must be received at the Sumner County Board of Education, School Nutrition Department by February 29, 2024, 10:00 a.m. CST.

At the set time, the bids will be publicly opened and read aloud. Price quotes and bids will receive appropriate confidentiality before awarding. A copy of awarded bids will be available to vendors within ten business days after approval. A bid award letter will be sent to the vendors submitting bids.

II. Contract Award:

The contract bid period(s) shall be: July 1, 2024 – June 30, 2025.

Renewal Provision: Upon mutual agreement between both parties, the contract may be renewed for up to four additional years (five years total) with price redeterminations. The vendor must petition items for price redetermination (price increases) by February 1 of each year for consideration in the next contract period:

- February 1, 2025 – for contract period of July 1, 2025 – June 30, 2026**
- February 1, 2026 – for contract period of July 1, 2026 – June 30, 2027**
- February 1, 2027 – for contract period of July 1, 2027 – June 30, 2028**
- February 1, 2028 – for contract period of July 1, 2028 – June 30, 2029**

Price-redeterminations are only allowed annually at the time of contract renewal. The Producer Price Index for Commodity Data, Finished Goods will be the comparison index that will be used for price-redeterminations or a comparable index if that index is not available. The comparable index will be agreed upon at renewal. Since the published indexes are subject to revision after originally published, the original base comparison month will be the prior October. For example, February 1, 2025, requests will be measured on the October 2024 index. All re-calculation dates will begin at that point. All items will be audited using the following formula:

Base Index at the time of renewal (October) divided by the index at the time of award (July). For the potential contract renewal for July 1, 2025: October 2024 Index divided by July 2024 Index. For the potential contract renewal for July 1, 2026: October 2025 Index divided by July 2025 Index. For the potential contract renewal for July 1, 2027: October 2026 Index divided by July 2026 Index. For the potential contract renewal for July 1, 2028: October 2027 Index divided by July 2027 Index.

The audited petitioned items must be equal to or less than the determined percentage using the above formula. The original bid terms allowed for price increases not to exceed the producer price index average for the period of time from the commencement of the original contract to the present, however, the Sumner County School Board would prefer prices to remain unchanged. We would request consideration for the bid prices to be renewed for up to three additional years with no price changes. If this is not possible, we propose the implementation of an escalation/des-escalation price adjustment model.

III. Bid Form

Bidders must use the attached form for submitting bids. **The Sumner County Commodity Bid spreadsheet must be completed and uploaded to a USB flash drive must be included with all forms required when mailing.** Return the Contract Agreement and all other forms requiring signatures, duly signed by a representative/bid authority of the company and USB flash drive. By executing the Contract Agreement, the bidder acknowledges that he/she has read the documents, understands, and agrees to be bound by the listed terms and conditions. **Bid documents must be submitted prior to the time and date by postal mail or hand delivered to:** Sumner County Schools, School Nutrition Program, 695 E. Main Street, Gallatin, TN 37066, ATTN: Dawn Botensten. All sealed bid documents must be received at the Sumner County Board of Education, School Nutrition Department by **February 29, 2024 10:00 a.m. CST, the specified bid opening time and date.**

Each item shall be quoted separately. Prices quoted must be net by case, including all trade discounts, reduction of commodity allowances and reduction of promotional allowance.

- A. All bids must be complete, showing the brand or trade name of each item, item code and the price of the unit to be shipped. If the unit to be shipped is different from the one listed, the bidder must state the shipping unit on which a price is quoted.

Vendor must list ONLY one brand per item. Any brand requested is not an indication of limiting brands. All brands are subject to “AN EQUAL” presented to the SNP Director **PRIOR** to award determination.

- B. All bids must be made on the attached forms. All bids must be sealed in an envelope, plainly marked on the outside with the word: **“BID DOCUMENT”** In large letters along with the opening date and bid category. An authorized official of the vendor must sign the bid form in ink indicating title, to show proof of their authority to bind the company’s contractually. No fax copies will be accepted.
- C. The original document cannot be changed IN FORMAT OR IN ITEMS REQUESTED. If the bidder changes bid form, it must be clearly documents before it is considered. *The bidder must draw a straight line through the originally requested item. Do not “whiteout” or delete the originally requested item.* You may write the changed pack size under/or beside the original request. However, brands or manufacturers product codes may **not** be changed without prior approval. **DO NOT CHANGE THE ESTIMATED USAGE.** We prefer that all bids be submitted type written or computer generated. Vendors may not change specifications. You may contact Dawn Botensten at 615-451-5217 or email at dawn.botensten@sumnerschools.org.
- D. If an error is made in quoting the price, or items are not available after the bids are opened, the Sumner County School Nutrition Program reserves the right to award the contract to the next qualified vendor. If during the bid period, a vendor cannot supply an item, the Sumner County School Nutrition Program **MUST** be notified before a substitution is made. Substitutions will not be accepted unless authorized by the School Nutrition Program Director. Any items delivered that were not authorized by the School Nutrition Program Director will be picked up at the vendor’s expense and proper credit issued to the school where deliveries were made.
- E. Errors discovered after public opening cannot be corrected, and bidder will be bound to honor the bid it offered.
- F. Any questions concerning the bid should be directed to Dawn Botensten, School Nutrition Director, 615-451-5217 prior to submitting bid submission.
- G. Pounds Diverted: The quantities given are the approximate poundage expected to be diverted by the Sumner County School Nutrition Program during the initial bid period. Inclusion of an item on the bid form does not necessarily constitute an offer to buy nor does it obligate the Sumner County School Nutrition Program to purchase any quantity of the product.
- H. When clearly specified, Meat Category Items must be CN labeled meeting a minimum of 2 oz. EQUIVALENT (Lunch Item) or 1 oz. EQUIVALENT Meat/Meat Alternate (Breakfast Item) Component of the School Nutrition Program as indicated

on the specification form. In the event that a listed product or equal does not have a CN Label, a product manufacturer's sheet signed by a valid manufacturer representative (from the research and development department or other acceptable company representative) must be submitted within fifteen business days of the award.

IV. Samples:

Vendors may be required to submit samples of the items bid. Samples requested will be marked on the bid sheet or requested by the Sumner County School Nutrition Program. The samples will be used to help determine selection of items and the "EQUAL" status.

Steps for the pre-approval/ sampling process are as followed:

1. Review the bid specifications.
2. Identify non-listed brands.
3. If sampling is needed, please contact Dawn Botensten for pre-approval and sampling determination.

Sampling requests for pre-approval on brands not listed on the bid spec sheet must include:

- A. CN label- PHOTO OR ELECTRONIC COPY
- B. Authorized manufacturer's product sheet must include product name, code, portion size, Child Nutrition equivalent and signature of the manufacturer's representative (R&D representative, company officer, nutrition department, etc.)
- C. Nutrition label including ingredient list.

Requests for pre-approval must be submitted to Dawn Botensten prior to February 29, 2024, by 10 a.m. To arrange for coordination of the delivery of samples please call Dawn Botensten at 615-451-5217. The pre-approval date for sampling and delivery by February 15, 2024. This will apply to all items.

V. Delivery of Product

The successful processor shall work with the Sumner County School Nutrition Program Director to determine a delivery schedule. The "just in time" delivery schedule is to be planned prior to August 1 of the initial bid year and renewal years thereafter. The schedules for processing and delivery are expected to be for the convenience and efficiency of the school system. The following is intended as a last recourse and not a deterrent to processors:

The Sumner County School Nutrition Program shall have the option to collect a default penalty of: Ten percent (10%) of the bid price value of the defaulted items ordered but not delivered as specified, or; The difference between the bid price value and the cost of identical items obtained by quotation through another manufacturer/processor.

VI. Deliveries

Prices quoted must be “delivered pricing” to the approved USDA Commodity distributor for each system. Destination and delivery schedules must be approved with Sumner County’s School Nutrition Director prior to delivery.

VII. Selection of Vendor

Sumner County’s School Nutrition program will award to the most responsive and responsible vendors based on the LOWEST prices by bottom line by category. After meeting all general and specific bid conditions as a qualified vendor, PRICE by category is the sole determination for the award of the bid.

The vendor will supply case price, number of servings per case and number of raw pounds diverted per case. The bid will be awarded based on bottom line by category for each line item. Expanded bid tabulations will first be calculated from the percent yield for each product, and each product will be converted to piece/serving per case yield. The case price will be divided by the piece/serving per case to obtain a piece/serving cost. The delivery cost per case will be added to the total costs before calculating cost per serving. The estimated usage will be used to calculate the total cost for each item. The case yield will be multiplied by the per case delivery amount in the bid award. Sumner County reserves the right to allow rebates on products commercially purchased using USDA Entitlement funds through our commercial bid.

The bid award will ensure that Sumner County is serviced as set forth in all general and specific bid conditions. The bid will be awarded based on an “all or nothing” agreement for the Sumner County School Nutrition Program. Nothing is to be excluded by the vendor.

In the case of a tie, the decision to award final bids will be determined by criteria established by the Sumner County School Nutrition Program. A tie bid exists where two or more vendors’ totals are equal with all specifications, terms and conditions being equal, including cash discount offered for prompt payment. In such case, a tie bid will be decided by awarding the bid in favor of the local vendor or by the School Nutrition Program Director flipping a coin with two witnesses present.

Any additional materials offered by the vendor to be included in the bid submission must be approved prior to the bid opening. The vendor could be determined as non-responsive if items are presented that attempt to alter the bid conditions in any way, and the vendor could be excluded from the 2024-2025 bid process. It is recommended that no additional written documents be included in the bid packet. Please submit only those items that are requested.

The Sumner County School System reserves the right to accept or reject any and all bids.

All bidders will receive a written notice of bid issuance.

Vendors with a poor performance history will be notified at the time of such performance and will be given opportunity to correct any problems. Documentation will be kept on file.

Any vendor with continued poor performance during the contract period will be removed from the potential vendor list for one contract period.

VIII. Vendor Performance

If the Vendor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Sumner County School Nutrition 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 in writing at the time of such performance and be given an opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

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

- Quality
 - Price
 - Serviceability of item (damage)
 - Product does not meet bid specifications
- A. If a product was not specified, the following termination procedures and the basis for any settlement for all procurement over \$10,000 will take place:
1. All items will be inspected upon arrival at the school. If any products are found to be defective or otherwise not in conformity with the specifications, the Sumner County School System shall have the right to reject items. It will be the responsibility of the vendor to defray any costs involved in the delivery and return of rejected products.
 2. Failure to deliver within the time specified, or within a reasonable time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market to replace the item rejected or not delivered. On all such purchases, the Contractor agrees promptly to reimburse schools for excess costs caused by such purchase.
 3. The School System retains the right to check compliancy on any item. A sample selected at random of the product may be shipped to a USDA Acceptance Laboratory for verification of the USDA quality grade or labeling. Compliance for yield will be made by the School Nutrition Director and cafeteria manager on a random basis. If the analysis indicates that the product meets the USDA quality grade and/or yield specifications, the School System will bear the cost. If the

analysis indicates that the product does not meet the USDA quality grade and/or yield specified, the vendor will bear the cost of the analysis.

- B. Any one or combination of penalties for failure to perform listed as follows may be used:
1. Replacement of rejected items with product approved by the School System. Any replacement MUST BE "EQUAL" PER SPECS AND PRICING.
 2. Cost adjustment
 3. Termination of contract in whole or part
 4. Suspension from future bidding (For one contract period)
 5. Legal action and civil penalties
 6. Criminal action

Termination: The Sumner County School Nutrition Program reserves the right to terminate this contract after written notification to the vendor. The written notice will be at least thirty calendar days prior to the termination date. In the event of termination, the Sumner County School Nutrition Program will not be liable for any costs other than the costs of items delivered and accepted prior to the termination date.

Contract Termination for Cause

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

In the event the contract is terminated for due cause by Sumner County, the School Nutrition Program shall have the option of awarding the contract to the next lowest bidder or bidding again.

Contract Termination for Convenience

The Sumner County School Nutrition program 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 Sumner County. The School Nutrition Program must give notice of termination to the Vendor at least 30 calendar days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Sumner County School Nutrition program 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.

The vendor will be given an opportunity to respond to a product complaint. A written complaint will be sent from the Sumner County School Nutrition Program. The vendor will issue a written reply.

If the Sumner County School Nutrition Program determines a product dispute is not resolved, a 30-day termination notice of that product will be issued.

Breach

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

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

In the event a vendor refuses to service Sumner County, the entire contract will be affected and considered breach of contract. **If a vendor fails to perform or breaches the contract, the Sumner County Board of Education reserves the right to terminate this contract in whole or in part after notification in writing.**

Sumner County School Nutrition Program's Actions in Event of a Breach

Upon the occurrence of any event of breach, Sumner County School Nutrition Program may take anyone, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another 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 Sumner County School System determines that the Vendor has cured the breach, shall never be paid to the Vendor:
3. Set off against any other obligation the Sumner County School System may not owe to the Vendor any damages Sumner County 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.

IX. Reports and Data Sheets:

Upon award of the bid, the vendor will have up to thirty calendar days to submit NUTRITION PRODUCT DATA SHEETS for ALL food items. These sheets may be submitted in non-paper form. Product data sheets must include:

- A. CN label- PHOTO OR ELECTRONIC COPY - if applicable
- B. Authorized manufacturer's product sheet that includes: product name, code, portion size, Child Nutrition equivalent and signature of the appropriate manufacturer's representative (R&D, company officer, company nutritionist, etc.)
- C. Nutrition label including ingredient list

X. Invoices and Statements:

The Sumner County School Nutrition Program will make every effort to pay invoices within thirty (30) days of the receipt of the invoice and product. Prices quoted should reflect an early payment discount as applicable. Sumner County School Nutrition Program will take into consideration the discount price for early payment. The discount will be used to calculate the total bottom line price for the bid award.

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

Three (3) invoices must be furnished to Central Office, School Nutrition Department. Invoices must be signed by a designee and include order number, purchase order number, invoice number, quantity, and unit price, item number and description, extended totals and applicable discounts of items delivered.

Unsigned invoices will not be paid.

At the end of each month, a separate statement showing invoice number and dates of delivery shall be mailed to the following address:

Sumner County School Nutrition Program
Attention: Dawn Botensten
695 E. Main Street
Gallatin, TN 37066

Any monetary penalties assigned to the School Nutrition Program based on late payment as issued by the vendor MUST be paid by non-school nutrition funds. Penalties must be collected from the local board of education funds.

Payments

Invoices will be balanced with the statement and processed for payment. Statement should include any credits issued during the month. The Sumner County School Nutrition Program is part of an LEA/Local Board of Education and is a Tax-Exempt Organization.

XI. Regulation Compliance:

1. Executive Order 11246, "Equal Employment Opportunity". Applies to all contract 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 (October 13, 1967) and Department of Labor Regulations (41 CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State's Department of Labor.
2. Clean Air and Clean Water Acts. Applies to contracts and subcontracts in excess of \$100,000. Contractors must certify 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.
3. Energy Policy and Conservation Act. Applies to all contracts. Contracts must contain the appropriate mandatory standards and policies relating to energy efficiency that

are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Statute 871)(PL94-165).

4. Encouraging Small and Minority Owned Businesses. To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.
5. CFR Part 3018, Restrictions on Lobbying. Applies to contracts and renewals in excess of \$100,000. Contractors must comply with the certification and reporting requirements of 7 CFR 3018.
6. 7 CFR Part 3017, Suspension and Debarment. Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential contractor must certify eligibility by signing the included form.
7. Buy American Provisions. Applies to contracts involving all food (including spices, tea, coffee, etc.) Acquisitions using nonprofit food service account funds and the use, or processing, of substitutable USDA donated foods. Contracts must contain provisions meeting the requirements of the "Buy-American Provisions, Policy Memorandums 210.21-14 and 220.17-01." Determination to purchase non-American products will be done by the Sumner County School Nutrition Program based on availability or being cost prohibitive. Refer to the included Buy American Waiver if applicable.
8. 7 CFR 3016.60(b), Drafting of Bid Specifications: Requires that any person that develops or drafts specifications, requirements, statements of work, invitations for bid, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.
9. 7 CFR 3016.4(b), 3016.36(c) (2), Local Geographical Preferences: Local geographical preferences shall be prohibited as specified in 7CFR Part 3016 and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
10. Food, Drug, and Cosmetic Act, 1938, amended 1990, 21 CFR Part 100; Nutrition Labeling and Education Act of 1990; and the Agricultural Marketing Act 1953, amended 1957: The vendor will responsibly supply goods for the Sumner County School Nutrition Program meeting the listed regulations, meeting standards of identity, quality, and fill; grades of foods; and product definition.
11. Background Check: A background check is not a requirement of the vendor representatives as long as school nutrition staff is present for visits and deliveries. The Public Chapter 1080, (D) was amended to: "A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is conducted under the supervision of school officials or employees.
12. After purchasing your product, the Sumner County School Nutrition Program will be the sole user. The School Nutrition Program will respect the patent and copyright of your product and will not share with any other district.

XII. Records:

A. Record Retention:

Records must be retained for at least the Federal record retention period of three years; however, records must be retained longer:

1. Until all pending matters, are resolved. Pending matters include contract disputes, audits, investigative and review findings.
2. The Federal record retention period begins with the later of the date:
 - a. The final payment is made under the contract.
 - b. The contract concludes; or
 - c. The final claim for reimbursement for the fiscal year in which the contract concludes is submitted.
3. For renewable contracts, records of the initial procurement through the conclusion of the final renewal must be maintained.
4. Records' Access: The contractor shall agree to retain all books, records, and other documents relative to the contract agreement for three (3) years after final payment, or until audited by the SFA, whichever is sooner. Sumner County Board of Education, School Nutrition Program, State Agency, and its authorized agents, and/or USDA auditors or the Comptroller General of the United States shall be allowed full access to any books, documents, papers and records of the vendor which are directly pertinent to all negotiated contracts.
5. Documentation: All aspects of each procurement, including the rationale for the procurement method selected, contract type selected and basis for contract price, must be documented. All records documenting the procurement history, including all extensions and renewals, must be retained for the greater of the State or the Sumner County Board of Education record retention requirements or for the Federal record retention period. Records must be retained beyond this period until all pending matters are resolved. Failing to maintain required records can result in audit and review findings, cost disallowances and prevent the Sumner County Board of Education's School Nutrition Program from responding to bid protests and contract disputes.

XIII. Standards of Conduct.

All members of the Sumner County School Nutrition Program must establish and maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

- A. Conflicts of Interest: No employee, office or agent of the Sumner County Board of Education shall participate in the selection, award or administration of a contract supported with Federal funds if a conflict of interest, real or apparent, would be involved. The appearance of a conflict of interest, even if none exists, still brings the integrity of the Sumner County Board of Education procurement process into question. Professional, social, and personal activities and actions that compromise the School Nutrition Program's integrity must always be avoided. Real and apparent conflicts of interest exist when:
 1. The employee, officer, or agent; any immediate family member of same; partner or organization that employs or is about to employ any of the above has a financial or other interest in the firm selected for the award.

2. Organizational structures and personnel practices exist that undermine the independence and integrity of the procurement process.
3. The official responsible for determining bid or proposal responsiveness is not independent, i.e., another individual within the organization can overrule the official.
4. Gratuities, favors or anything of monetary value are solicited or accepted from current or potential vendors on behalf of any individual or the organization before, during or after contract award.
5. Any action, inaction, or relationship with current or potential contractors gives the appearance of a conflict of interest, whether such a conflict, in fact, exists.
6. Sumner County's School Nutrition Program will adhere to any local board policies pertaining to the standards of conduct.

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

- No employee, officer or agent of the Sumner County Board of Education shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
- Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - The employee, officer, or agent.
 - Any member of the immediate family.
 - His or her partner.
 - An organization which employs or is about to employ one of the above.
- The Sumner County Board of Education's employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
- Penalties for violation of the code of conduct of the Sumner County School Nutrition Program shall be:
 - Reprimand by Board of Education;
 - Dismissal by Board of Education;
 - Any legal action necessary.

XIV. Protest Procedures

Vendor Conflict Resolution

(Reference: 7CFR, 3016.36 Procurement, (b) (11) & (12)

“(11) Grantees and sub grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub grantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.”

“(12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be...” etc.

If a vendor has a complaint concerning the bid conditions, bid process or award of the bid, the complaint must be directed to the School Nutrition Director, Dawn Botensten, by March 14, 2024, at 2:00 p.m. The State Agency will be notified within three working days of the complaint. The settlement of all contractual and administrative issues arising out of procurements will first be considered at the local level. Examples of issues include source evaluation, protests, disputes, and claims. In the event the vendor and the School Nutrition Program cannot resolve the complaint, the complaint will be presented to the Director of Schools for resolution between the vendor and the Sumner County School Nutrition Program.

XV. Required Forms (See Appendix)

The included forms that must be returned as part of the bid package to the Sumner County School Nutrition Department are:

1. Certification Regarding Debarment
2. Certification Regarding Lobbying
3. Certification Regarding Buy American (if applicable):
4. Contract Agreement Form
5. The nutrition documentation is part of the bid package, but must be submitted within 15 business days of the bid award:

NOTE: Nutrition fact sheets must include:

- **Ingredient lists**
- **CN labels**
- **Manufacturer’s product sheets**

The nutrition data MUST be submitted with ALL “pre-approved equal” requests. The nutrition fact sheets for the remaining items specified in the bid must be received within 15 business days of the bid award.

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 at: <https://www.usda.gov/sites/default/files/documents/ad-3027.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

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

(Before completing certification, read instructions)

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	Bid Number
Name(s) and Title(s) of Authorized Representative(s)	
Signature(s)	Date

Instructions for Certification

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

THIS DATA CURRENT AS OF THE FEDERAL REGISTER DATED FEBRUARY 25, 2002

7 CFR - CHAPTER XXX - PART 3018

[View Part](#)

Appendix A to Part 3018 -- Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance

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

1. If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<http://www.access.gpo.gov/ecfr>

Buy American

7 CFR PART 250.23 stipulates that when purchasing food products using Federal funds, recipient agencies shall, whenever possible, purchase only food products that are produced in the United States. The term "Food products produced in the United States" is defined as "An unmanufactured food product produced in the United States or a food product that is manufactured in the United States.

Section 104(d) of the Child Nutrition Reauthorization Act (Public Law 105-336) amended section 12 of the National School Lunch Act to require SFAs to purchase for those programs, to the maximum extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products process in the U.S. and food products process in the U.S. substantially using agricultural commodities that are produced in the U.S. The term "substantially" means that over 51% of the processed food comes from American produced products.

Each SFA must comply with the "Buy American" requirement by purchasing food products produced in the U.S. for its food programs. Subjects to the exemptions cited above, such purchases must at least be proportionate with the extent of Federal funding in the organization's school nutrition account. SFAs/Schools should:

1. Check their purchasing specifications to ensure adequate procurement of "Buy American" requirement;
2. remind their vendors and distributors of the "Buy American" requirement, and
3. examine product packaging.

210.21-14 and 220.17-01

This memoranda rescinds 210.21-08

It is essential that local operators understand the need to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. The provision should be included in bid specifications to ensure compliance. Local operators must also be aware that, as a result of explicit language also contained in the report noted above, this provision now applies to ALL funds in the school nutrition account and not just Federal reimbursement.

In order to fully implement "Buy American", a school district must:

1. Include "Buy American" language in their bid documents.
2. Ensure that all vendors notify the system of any products placed on that bid that do not meet the criteria. (see waiver form)
3. THE SYSTEM decides whether or not to purchase the products utilizing the above criteria.
4. If the system chooses to purchase non-American products, they should notify all personnel which non- American items can be accepted for delivery.

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 Wavier Items

Product Description	Vendor Item #	American Price	Non-American Price	Reason for Wavier Request Indicate #1 or #2

**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: _____

NOTE: Nutrition information sheets (CN Label or Manufacturer’s Product Information Sheet) MUST be submitted with Bid Specifications at the time of bid packet submission for all grain and meat/meat alternate products being bid. All others nutritional products information must be received within 10 days after the bid award.

SUMNER COUNTY BOARD OF EDUCATION
695 E. MAIN STREET
GALLATIN, TN 37066

VENDOR GUARANTEES, WARRANTIES, ETC.

I HAVE READ THE GENERAL TERMS AND CONDITIONS AND SPECIFICATIONS OF THIS BID SOLICITATION AND AGREE TO ABIDE BY SAME.

BID NUMBER & RECEIPT DATE OF BID	COMPANY NAME
----------------------------------	--------------

VENDOR REPRESENTATIVE SIGNATURE	REPRESENTATIVE TITLE
------------------------------------	----------------------

STATE/BUSINESS LICENSE NUMBER	LICENSE EXPIRATION DATE
-------------------------------	-------------------------

Early Payment Discount Bid Form

YOU MUST RETURN THIS COMPLETED FORM WITH YOUR BID. THIS WILL INDICATE THAT YOU UNDERSTAND AND WILL COMPLY WITH THE DISCOUNTS IF APPLICABLE. YOU DO NOT HAVE TO OFFER ANY DISCOUNT FOR EARLY PAYMENT, BUT YOU MUST INDICATE "NO DISCOUNT GIVEN" ON THIS FORM.

Amount of Discount Given if Invoices are paid in less than 30 days. _____

No Discount Given

COMPANY

REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

DATE

USDA Nondiscrimination Statement

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, audiotape, 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 at: <https://www.usda.gov/sites/default/files/documents/ad-3027.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: **mail:**

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

1. **fax:**
(833) 256-1665 or (202) 690-7442; or
2. **email:**
Program.Intake@usda.gov

**SUMNER COUNTY SCHOOLS
Commodity Processing Bid
July 1, 2024 thru June 30, 2025**

USDA DF
Cost Per LB

ONLY FILL IN BLUE SECTION

\$0.3320

Item	Item and Description & Estimated Poundage	Vendor Name	Vendor Commodity Code #	Vendor Commercial Equiv Code	LBS Of DF Per Finished Case	Servings per Case	Processing Fee Per Case	M/MA Equiv (OZ)	Bread Equiv Servings	DF Cost Per Case	DF Cost Per Serving	Processing Fee Per Serving
	Apples for Processing (35,000LBS)											
1	Apples, shelf stable fruit cups in juice no syrup. Must provide 4.5oz net weight, 1/2 cup fruit equivalent. Preferred lid/packaging to have colorful designs. National Food Group/Zee Zees #1700 or approved equal.											
2	Applesauce, shelf stable Must provide 4.5oz net weight, 1/2 cup fruit equivalent. Preferred lid/packaging to have colorful designs. National Food Group/Zee Zees #A3500 Or approved equal.											
	ADDITIONAL BID ITEMS											
1												
2												
3												
4												
5												
6												

Item	Item and Description & Estimated Poundage	Vendor Name	Vendor Commodity Code #	Vendor Commercial Equiv Code	LBS OF DF Per Finished Case	Servings per Case	Processing Fee Per Case	M/MA Equiv (OZ)	Bread Equiv Servings	DF Cost Per Case	DF Cost Per Serving	Processing Fee Per Serving
------	-------------------------------------------	-------------	-------------------------------	------------------------------------	--------------------------------	----------------------	----------------------------	--------------------	-------------------------	---------------------	------------------------	-------------------------------

ADDITIONAL BID ITEMS												
----------------------	--	--	--	--	--	--	--	--	--	--	--	--

Item	Item and Description & Estimated Poundage	Vendor Name	Vendor Commodity Code #	Vendor Commercial Equiv Code	LBS OF DF Per Finished Case	Servings per Case	Processing Fee Per Case	M/MA Equiv (OZ)	Bread Equiv Servings	DF Cost Per Case	DF Cost Per Serving	Processing Fee Per Serving
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												