

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





\_\_\_\_\_ Any brand requested is not an  
ca b a A b a a b c AN EQUAL  
SNP Director 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: \_\_\_\_\_  
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  
a b c a c ac a N a c b acc
- 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.

You may write the changed pack size under/or beside the original request. However, brands or manufacturers product codes may be changed without prior approval. \_\_\_\_\_  
\_\_\_\_\_ 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](mailto: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 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  
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made.
- E. Errors discovered after public opening cannot be corrected, and bidder will be





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 the ed p12 q G 0.036 Tc{3(08)-4( i570 0 1n)-4()-3(a)9(n)-488(ip)U/(as

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 ac 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

: 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.





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



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

1. Until all

2.



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To file a program discrimination complaint, a Complainant should complete a Form AD-

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. T c a ac ba b c a ac a c a  
a c a ac c a a a a c a ca a  
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. T c a c a a b b a c c a C ication  
Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion L T C T a ac  
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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

[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.

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. T F c c U S a defined as A a ac c c U S a a c a 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 c c c a a c a 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. T b a a a a c c American produced products.

Eac SFA c B A ca b c a c 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 a a c acc SFAs/Schools should:

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A ca
2. a b B A ca a
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.

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1. I c B A ca a a b c
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.



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

VENDOR GUARANTEES, WARRANTIES, ETC.

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

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BID NUMBER & RECEIPT DATE OF BID

COMPANY NAME

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VENDOR REPRESENTATIVE  
SIGNATURE

REPRESENTATIVE TITLE

---

STATE/BUSINESS LICENSE NUMBER

LICENSE EXPIRATION DATE

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

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	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
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ADDITIONAL BID ITEMS												
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1												
2												
3												
4												
5												
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9												
10												