

# Anderson County Government

## Request for Bids

100 North Main Street, Suite 214  
Courthouse  
Clinton, Tennessee 37716  
(865) 457-6218 Office  
(865) 457-6252 Fax

[kajmeri@andersoncountyttn.gov](mailto:kajmeri@andersoncountyttn.gov)

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**Bid No.: 2120**

**Date Issued: March 9, 2021**

**Bids will be received until  
2:30 p.m. Eastern Time on April 6, 2021**

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Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES  
IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED  
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.

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3/9/21

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Robert J. Holbrook, Interim Director of Finance

BID DESCRIPTION
<p>Bid for Food, Non-food and Smallwares for the School Nutrition Departments. Bidders are to submit one original and two copies.</p> <p>Bidders should note that the Time Clock in the Purchasing runs 5 minutes fast. Bids must be received by the deadline as recorded by the date stamp on this Time Clock.</p> <p>Questions are to be emailed to <a href="mailto:kajmeri@andersoncountyttn.gov">kajmeri@andersoncountyttn.gov</a></p>

## General Terms and Conditions

### BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

ANDERSON COUNTY FINANCE DEPARTMENT  
100 NORTH MAIN STREET, SUITES 214 AND 218  
CLINTON, TN 37716

Email: [purchasing@andersontn.org](mailto:purchasing@andersontn.org)  
Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone  
(865) 457-6252 Fax

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**Bid documents must be completed in ink or typed, signed in ink,  
and free from alterations, erasures or mark-throughs.**

### SECTION 1 - GENERAL TERMS AND CONDITIONS

**1.1 ALTERATIONS OR AMENDMENTS:** Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

**1.2 NO CONTACT POLICY:** After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

**1.3 QUESTIONS:** Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to [purchasing@andersontn.org](mailto:purchasing@andersontn.org) no less than ninety-six (96) hours before bid opening date.

**1.4 BID CLOCK:** The bid/time clock in the Anderson County Purchasing office will be the time of record.

**1.5 TAXES:** Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

**1.6 CONFLICT OF INTEREST:** If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

**1.7 NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

**1.8 NON-DISCRIMINATION:** Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**1.9 SAME AS OR EQUIVALENT TO:** Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

**1.10 MULTIPLE BIDS/AWARDS:** Anderson County may consider multiple bid awards.

**1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b):** Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

**1.12 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

**1.13 BID AWARDS:** Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

**1.14 BIDDER'S MINIMUM QUALIFICATIONS:** Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

**1.15 DEBARMENT:** By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

**1.16 PROTEST:** Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

**VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.**

**1.17 DELIVERY:** Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

**1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

**1.19 VENDOR'S DEFAULT:** Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

**1.20 DUPLICATE COPIES:** Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

**1.21 DRUG-FREE WORKPLACE:** Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

**1.22 COMPETITION INTENDED:** It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

**1.23 SCHOOL CAFETERIA BIDS:** If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

**1.24 TERMINATION:** Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

**1.25 OSHA SAFETY:** The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

**1.26 PERFORMANCE BOND:** A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

**1.27 BACKGROUND CHECKS:** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

**1.28 AWARD RESULTS:** As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at [www.vendorregistry.com](http://www.vendorregistry.com). Individual notices are normally not mailed or e-mailed except to the successful vendor.

**1.29 INDEMNIFICATION/HOLD HARMLESS:** Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

**1.30 DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

**1.31 WAIVING OF INFORMALITIES:** Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

**1.32 APPROPRIATION:** Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

**1.33 ASSIGNMENT:** Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

**1.34 QUANTITIES:** Anderson County does not guarantee quantities to be purchased off this bid.

**1.35 UNIT PRICE:** In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

**1.36 MODIFICATION OR WITHDRAWAL OF BIDS:** When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

**1.37 PRE-BID CONFERENCES:** Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative **MUST** be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award.

**1.38 ADDENDUM:** § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

**1.39 OWNERSHIP:** All bids, once received, become property of Anderson County Government and will not be returned.

**1.40 WEATHER AND COURTHOUSE CLOSINGS:** In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

**1.41 IRAN DIVESTMENT ACT OF 2014:** Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.

**THIS BID IS FOR    FOOD, NON FOOD, AND SMALLWARES**

**2.1 Contract Period**

This School Nutrition Program intends to award a contract from this bid for the period of 07/01/2021 to 06/30/2026, a five-year period. See 2.6 and 2.7 for contract information.

**2.2 Award**

The objective of this bid is to select suppliers in such a manner as to provide for open and free competition.

**The bid award will always be for lowest bottom line totaled cost unless otherwise indicated.** This bid is a total firm fixed lowest bottom line cost bid after all items are converted to unit pricing. Contract award will be made in writing to the lowest responsive and responsible bidder who has met all bid conditions and requirements as well as the lowest bottom line cost.

Please note ordering and labeling requirements in section 2.4 and 2.5. The tabulation of cost will be on cost per serving that is requested in the bid and that meets the minimum current USDA requirement for the food items in a school lunch or breakfast. The School Nutrition Program will convert cases to cost per serving to determine total bottom line cost. Ties will be decided by the per item cost of the product with the greatest single estimated expenditure.

**2.3 Vendor Qualification**

- Provide dependable delivery of items ordered with adequate delivery fleets
- Meet specifications and bid conditions
- Demonstrate successful past performance
- Minimum 3 (three) years of experience supplying similar product/commodities and services to school districts similar in size to Anderson County
- Must have a mark-out rate of less than 2% and a substitute rate of no more than 2%
- Provide Sanitary storage and delivery

**2.4 Bid Submission Additional Requirements**

Vendor should bid on all items. Vendor must bid and provide only new, not remanufactured items or previously invoiced products. If an item is omitted on the bid by the vendor, it will be assigned the highest bid price of the remaining bidders. As regulations change, so will specifications. To keep abreast of details, vendors are urged to visit [www.fns.usda.gov](http://www.fns.usda.gov). All food bids must have nutritional data sheets and available crediting sheets on a flash drive submitted with the bid, or the vendor can provide a link for Anderson County to view and access each product label on the bid as submitted. This data must be readily viewable/printable from an electronic device. SDS sheets must be provided for all chemicals.

The invitation to bid will have projected yearly usage amounts for all items. If a bid item has a usage of 1, vendor should make a price available if vendor currently carries this item in stock. If they do not carry in stock, the term "No Bid" should be clearly written on the sheet. These usage numbers are estimates and can change due to legislation, regulation, enrollment, and participation. The School Nutrition Program may request to delete or add some items during the course of the contract period, up to a value of 15% of the previous year's purchases. Other school districts in Tennessee may request that the vendor honor these prices for them but vendor is not obligated to do so. Product names, brands, model numbers are used only as examples by the School Nutrition Program. Like or equal products are always

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welcome if accompanied by documentation to support vendor product(s) bid. A pre-bid meeting is also welcome. For the purpose of this bid, the following abbreviations or acronyms apply : TFF indicates trans fat free- all food bid must be free of all but naturally occurring trans fat- whole grain rich (WGR) or whole grain (WG) means that at least 50% of the product's grain is whole grain and will be the first ingredient listed, or the second ingredient after water-LF means low fat, RF equals reduced fat, RS means reduced sugar in grains and fruits and reduced sodium for meat and entrée items, and will be indicated on product description. IW means individually wrapped-HFCS is high fructose corn syrup. If the food specification asks for a certain target for crediting food for the USDA food programs, vendor must bid a product or a substitute that equals or exceeds the specified credits.

At the time of initial bid solicitation, the Corona Virus #19 had radically impacted the usage of food and non food items and other products processed and purchased commercially. The continued effects of Covid19 can skew the usages for a full year after the end of the first contract year.

All columns of the Item Specification sheet must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. 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. If vendor proposes a product with a different pack size than requested, Anderson County will convert the pricing to serving cost and recalculate. Mathematical calculations involving decimals must be carried to two (2) places.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once send questions by email to [kajmeri@andersoncountyttn.gov](mailto:kajmeri@andersoncountyttn.gov). **Bidders cannot contact/communicate about the bid with the district between the time of bid solicitation and award. Pricing errors cannot be corrected after the bid is opened.**

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by the date due. See the General Terms from Anderson County Purchasing. Item cost must include delivery to the schools.

### **2.5 Ordering and Delivery**

Each school must be able to order online, with their orders in suspension until they can be viewed online (and edited) by supervisor. Labels for nutrition and crediting should be readily accessible to the district and correctly reflect the current product ordered and shipped. Substitutions must be approved before shipment and notice of permanently deleted items must be given with suggestions for alternate products. The supervisor will then submit those orders online to the vendor. This is a requirement that must be met by the vendor.

Food must be stored and delivered in safe temperature: (frozen <28 degrees, refrigerated 32-40 degrees, and groceries 40-80 degrees) and upon delivery be placed in or near storage areas at the school.

Delivery to the school(s) shall be between the hours of 6am and 2pm (completion time) on school days. Clean and climate controlled transport is required. If school is closed due to inclement weather or other emergency, all deliveries will be rescheduled, most likely to the next scheduled weekly delivery. **Food and Nonfood items must be delivered once per week on Tuesday, Wednesday, or Thursday.** If delivery is scheduled for Wednesday, the delivery must be completed by 12:30 pm due to early dismissal and heavy traffic after 12:30 (Wednesday only).



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A list of schools is included as Exhibit1. The calendar for next school year is included as Exhibit 2.

If school storage capacity permits, Briceville Elementary and Dutch Valley may do orders every other week. If vendor requires a minimum order, Anderson County will try to work with vendor.

- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged, stale, or out of date, at no charge.
- 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.
- Each School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier’s expense and credit memo issued.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person’s name and contact number.
- All food and nonfood products will have expiration dates and/or facility preparation coding that can readily identify the product for sanitation, safety, recall, and freshness measures. Ingredient labels, preferably Child Nutrition labels (CN), net weight, supplier information, and other nutritional information must be available on each food container. The item bid must meet or exceed the requirements for the School Lunch Program as far as meat/meat alternate, fruit/vegetable, grain and will be asked for on the solicitation for bid.
- A remit to address must be provided with the bid submission.

Vendor will make every effort to avoid traffic lanes at beginning and ending of school day.

**2.6 CONTRACT TERMINATION FOR CAUSE**

The contract for goods and services can be terminated for cause with a 30 (thirty) day notice. In the event the contract is terminated for due cause by the district(s), the district shall have the option of awarding the contract to the next lowest bidder or bidding again.

Contract will not be awarded or can be modified/withdrawn if food availability changes or if the individual school district has insufficient funds to continue the contract.

**2.7 CONTRACT TERMINATION FOR CONVENIENCE**

The School District(s) may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System(s). The School System(s) must give notice of termination to the Vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**2.8 INVOICES AND STATEMENTS**

All monthly statements are to be issued to include an end with the cut-off date which will be the LAST DAY OF THE MONTH. Three (3) invoices must be furnished to each school at the time of delivery.

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Invoices must be signed by the cafeteria manager or designee and show purchase order number, quantity, and price of each item delivered and total amount of the order. **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 product. Anderson County School Nutrition will make every effort to pay within 30 days from end of month. At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to the following address:

**Anderson County School Nutrition Program office 865.457.7560 fax 865.457.2290**  
**101 S Main Street, Suite 470, Clinton, TN 37716-3622. [mburrell@acs.ac](mailto:mburrell@acs.ac) [amyl@acs.ac](mailto:amyl@acs.ac)**  
**[smiracle@acs.ac](mailto:smiracle@acs.ac)**

### **2.9 Price Escalation/De-escalation**

Firm fixed price with request by March 15 of each year for next school year for increase/decrease based on Consumer Price Indexes (CPI-U) <https://www.bls.gov/news.release/cpi.t02.htm> using the Urban Consumers (current series) Food away from home, limited service meal and snacks, and not seasonally adjusted. This data will be verified at each increase/decrease request. Vendor and/or School Nutrition Program can make request.

### **2.10 Vendor 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 after all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, and/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.

### **2.11 Vendor Reports**

Usage reports should be made available upon request to the School Nutrition Program. The reports should be by product, by school, and by district and should be for the month, half year, and year. Nutritional labels/crediting labels and statements must be accessible on line in either Microsoft, pdf, or picture format. SDS labels must also be available on line.

### **2.12 Regulation Compliance**

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- All property or services furnished must comply with all applicable federal, state, and local laws, codes and regulations.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14. See Section 1.23 of General Terms and Conditions for the Buy American requirement.

### **2.13 Sanitation**

All materials provided must have some identification that will enable trace to origin. All federal, state, and local sanitation regulations must be adhered to and HACCP followed. All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Food Safety Modernization Act of 2010.

All facilities used to procure, process, and hold the products shall adhere to all local, state, and federal regulations. A date stamp, item and facility code shall be clearly visible on the packaging in order to trace to point of origin. In the case of a food or product recall, vendor will contact the school district entity and require a read receipt of other form of proof that recall information reached the buyer. The vendor will then proceed to assist the district in the isolation and removal of the product(s).

### **2.14 Standards of Conduct**

Anderson County Schools and Anderson County government and their employees must adhere to the most current published standards of conduct, ethics, and conflicts of interest. Those written codes can be found at:

<https://www.acs.ac/Page/213>

<https://www.anderson-county.com/mayor/purchasing>

### **USDA Nondiscrimination Statement**

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

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

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form, \(AD-3027\)](#) found online at: [How to File a 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](mailto:program.intake@usda.gov)

Bid #2120

This institution is an equal opportunity provider.

02/06/2020

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**Bid #2120 Price Sheet**

Vendor Name	Date	Vendor/Bidder Should Complete Gray Columns						Vendor/Bidder Complete		
Andeson County TN- Food and NonFood Bid For School Years Ending June 2022-2026		Preferred Pack Size	Brand Example or Approved Equal	Proposed Brand and Brand Item Number	Bid Case Price	Bidder Proposed Pack Size	Bidder Internal Item Number	Insert asterik* if not preferred pack	Usage Estimate	Extended Cost is Usage x Case Price
Vendor/Bidder should complete gray columns										
ITEM SPECIFICATIONS/Details										
Beverages										
100% Juice, No sugar added 8 oz in Asceptic Package. Credits as 1 cup fruit.			Apple and Eve							
	Apple	24/8oz	59081						25	
100% Juice No sugar added in Asceptic Package Credits as 1/2 cup fruit.			Apple and Eve or Libby							
	Apple	40/4.23oz							200	
	Fruit Punch	40/4.23oz							200	
	Orange Tangerine	40/4.23oz							200	
	White Grape	40/4.23oz							200	
100% Juice, No sugar added in Asceptic Package Credits as 3/4 cup fruit.			Apple and Eve or Libby							
	Apple	32/6.75oz							400	
	Berry	32/6.75oz							200	
	Grape	32/6.75oz							200	
	Punch	32/6.75oz							200	

Vendor Name \_\_\_\_\_

**Bid #2120 Price Sheet**

White Grape Raspberry	32/6.75 oz								25	
100% Juice, Aseptic, Credits 1/2 cup of other vegetable	40/4.23 oz	Fruitables Plus								
Power Punch	40/4.23 oz	24024							25	
Tropical Twist	40/4.23 oz	24023							25	
100% Juice, Aseptic, Credits as 1/2 cup red/orange vegetable		Fruitables Plus								
Gold Rush	40/4.23 oz	24025							50	
100% Frozen Juice, No Sugar Added, Paper carton, Credits 1/2c Fruit	70/4oz	Ardmore								
Apple	70/4oz	42298							800	
Fruit Punch	70/4oz	42304							200	
Grape	70/4oz	42301							800	
Orange	70/4 oz	42297							300	
Low Calorie Electrolyte Beverage, ≤50 calories per container	24/12 oz	Gatorade								
Glacier Freeze	24/12oz	12007							75	
Grape	24/12oz	12203							75	
Orange	24/12 oz	12204							75	
Fruit Punch	24/12 oz	12002							75	
Water, Spring, 16.9 oz Plastic Bottles, Pure Beverage	24/16.9 oz								315	
Water, Spring, - 10 oz. Plastic Bottles, Pure Beverage Squat	24/10 oz								1	
Sparkling, 100% juice, no sugar added, no artificial sweetners, colors, or preservatives. Gluten Free, No HFCS.	24/8 oz	Switch								

**Bid #2120 Price Sheet**

Apple, Hardcore	24/8oz	00321								75	
Black Cherry	24/8oz	00312								75	
Kiwi Berry	24/8oz	00317								50	
Orange Tangerine	24/8oz	00314								50	
Punch	24/8oz	00315								50	
Watermelon Strawberry	24/8oz	00316								50	
Carbonated Mountain Spring Water, Caffeine Free, Zero Calorie	12/17 oz	Ice Brand									
Black Raspberry	12/17 oz	1657124573								50	
Cherry Limeade	12/17oz	16571950866								50	
Lemonade	12/17oz	16571940409								50	
Kiwi Strawberry	12/17oz	16571245757								50	
Orange Mango	12/17oz	1657124								50	
Strawberry Lemonade	12/17 oz	16571950309								50	
Sweet Tea, All Natural,59 calories	25/12oz	Milo12534								350	
Lemonade, All Natural, 59 calories	25/12oz	Milo 12535								50	
Milk 1% Shelf Stable	27/8 oz	Hershey1019 5								1	
Milk Choc 1-2% fat Shelf Stable	27/8 oz	Hershey 10202								1	
Tea Bags-1 oz equals 1 gallon	96/1oz									1	
Coffee, Cold brew	2/1.5 gal	Stok 106320								65	

Vendor Name \_\_\_\_\_

**Bid #2120 Price Sheet**

Coffee ground, Filter pack 1.5 oz.	42/1.5 oz									1	
Slushie Mix, 100% Juice, Concentrate	6/64 oz	Juice Alive									
Punch	6/64 oz	4002								5	
Sour Apple	6/64 oz	1011								5	
Cherry	6/64 oz	1006								5	
Ocean Citrus	6/64 oz	1034								5	
<b>CANNED/CHILLED FRUITS</b>											
Apples, sliced, water pack, Grade B or better	6/#10	Rest Pride 4820048082								15	
Applesauce, natural juices, US Grade A (Fancy), unsweetened	6/#10	Rest Pride 10029056318 287								80	
Cranberry Sauce, Jellied, Resealable Container	6/101 oz	Ocean Spray 01404								5	
Fruit Cocktail, US Grade B, (choice) in natural or light syrup, peaches first ingredient, must include cherry	6/#10									50	
Mandarin Orange, Whole Sections, Grade A Fancy, packed in light syrup.	6/#10									200	
Peach Slices, Yellow Sliced, US Grade B (choice), in light syrup	6/#10									25	
Pears, Sliced, Domestic Product of USA, Bartlett, US Grade B, in pear juice from concentrate with no added sugar	6/#10									50	
Pineapple, Tidbits, US Grade B (choice), own juice with no sugar added	6/#10	Dole								150	
Pineapple Juice, unsweetened	12/46 oz	Dole								1	
Fruit Cups, 100% fruit juice, 4 oz = 1/2 cup of fruit		Dole									
Peach Diced	36/4 oz	03073								1	
Mix Fruit	36/4 oz	03065								1	

Vendor Name \_\_\_\_\_



**Bid #2120 Price Sheet**

<b>FROZEN FRUIT/Juice Concentrate</b>									
Blueberries, Whole, IQF, NSA	2/5#							10	
Mango Chunks, IQF, NSA	2/5#							10	
Orange Juice Concentrate 3 water + 1 concentrate, 100% juice concentrate	12/32 oz pack	Ardmore 41830						4	
Frozen Fruit Slushies, 100% juice, no added sweetner, no red dyes, 1/2 cup fruit juice	84/4.4 oz	Ridegelfield Sidekicks							
Cherry Smooth, 1/2 cup additional vegetable	84/4.4oz	2021						50	
Orange Cream	84/4.4oz	2022						75	
Strawberry Kiwi	84/4.4oz	2014						200	
Strawberry Mango	84/4.4oz	2015						100	
Raspberry Lemon	84/4.4oz	2009						150	
Sour Cherry Lemon	84/4.4oz	2016						100	
Sunbelleable, credits as 1/2 cup red/orange vegetable	84/4.4oz	2020						25	
Strawberries, sliced, sweetened (4 parts fruit + 1 part sugar)	6/6.5 lb	Anacapa 356642						5	
Strawberries, whole, IQF, NSA	30#	Anacapa 27702						1	
Strawberries, sliced, IQF, NSA	2/5#	Dole 17930						25	
<b>FROZEN VEGETABLES</b>									
Broccoli, Floret, Fancy, IQF, Grade A, No Stems or Pieces	12/2.5#							85	
Carrots, Krinkle Cut, Grade A, IQF	12/2#	Rest Pride 4820027223						1	
Carrots, Whole Baby	12/2#	Rest Pride 8293700040						1	

**Bid #2120 Price Sheet**

Cut Corn, Whole Kernel Yellow, Grade A, Frozen	20#	Simplot 4820027285							150	
Corn on Cob, Grade A	96/ 3 "	Rest Pride 4820027267							50	
Peas, Green, Grade A Frozen	20#	Rest Pride 4820027440							1	
Vegetable Stir Fry, Grade A	12/2 lb	Chill Ripe 450912							1	
Vegetable Mix Dutch Calif Blend	1/20#	Rest Pride 4820027374							75	
Vegetable Mix 5 way	1/20#	Rest Pride 4820027370							5	
Soup, Cheddar Broccoli, LS Preferred, Frozen	3/4lb	Campbell Soup 08187							1	
Soup, Chicken Noodle Homestyle, Frozen	3/4 lb	Campbell Soup 08169							1	
Potato, French Fry, Bakeable, KK Grade A TFF	6/5 lb	Simplot 7117922122							50	
French Fry, KK, Grade A, 1/2 inch, TFF for fryer	6/5 lb	Rest Pride 4820027464							800	
Potato, Hashbrown Rounds, NTF, 240 ct	6/ 5 LB	McCain 1000006188							50	
Potato, French Fry Waffle, No Trans Fat, Oven Bakeable	6/ 4.5 lb	Ore-Ida OIF01037A							25	
Potato, Deli Roaster, bakeable	6/5 lb	McCain MCF03927							1	
Potato, Tater Tot, TFF	6/5 lb	Rest Pride 4820027597							400	
Potato, Tater Tot Gems, Bakeable	6/5 lb	Simplot 7117900418							200	
Potato, Steak Fry TFF	6/5 lb	SunCrop Dak Gold 7117922903							50	
<b>CANNED VEGETABLES</b>										
Beans, Green, Blue Lake US Grade A Fancy, Cut #4 sieve, Midwest grown yield: 45.31 1/4 cups, Salt in brine to target 1.00%	6/#10	Rest Pride 4820067446							20	
Beans, Pinto, Fancy, Prepared from dried pinto beans, water and salt. Salt in brine to target 1.00%	6/#10	Rest Pride 4820068939							100	

Vendor Name \_\_\_\_\_

**Bid #2120 Price Sheet**

Beans, Chili Fancy	6/#10	Rest Pride 4820068534							20	
Beans, Baked with brown sugar, US Grade A Fancy	6/#10	Hanover 2880014142							100	
Pork and Beans, Fancy, Vegetarian	6/#10	Hanover 288013093							50	
Beans, Whole Black, Grade A Fancy, Low Sodium	6/#10	HA/Rest Pride 10071							1	
Beans, Kidney Dark Red Grade A Fancy	6/#10	Rest Pride 4820053135							30	
Beans, Refried Dehydrated Seasoned Vegetarian	6/28.1 oz	Santhiago 10166							30	
Greens, mixed, chopped, mixed, Grade A	6#10	Allen 3470026213							60	
Pepper, Pimento, diced, US Grade A	12/28 oz	Moody Dunbar 441112001							5	
Potatoes, Sliced White, Fancy	6/#10	Rest Pride 4820069320							115	
Potatoes, whole 90/110 count, Fancy	6/#10	Rest Pride 4820069392							1	
Salsa, Mild, thick and chunky, no artificial preserv,	6/#10	Red Gold 7294011005							15	
Spaghetti Sauce, Fancy	6/#10	Rest Pride 4820066176							125	
Tomatoes, Diced, packed in tomato juice	6#10	Rest Pride 4820066041							30	
Tomato, Ketchup Fancy Red Gold, dry wgt. 115 oz.	6/#10	Rests Pride 4820038550							5	
Tomato paste, Fancy, 26% natural tomato soluble solids	6/#10	Rest pride 4820066272							35	
Tomato, Sauce Fancy	6/#10	Rest Pride 4820066308							15	
Yarn, cut in light syrup packed, US Grade A	6/#10	Rest Pride/Bruce 482004441							15	
<b>Shelf Stable Meat/Meat Alternate</b>										
Raw/oli Beef in Sauce, CN, 8.31oz=2.oz of M & 3/8c red/orange veg	6/#10	Chef Boyardee 81080 CN							30	

Vendor Name \_\_\_\_\_

**Bid #2120 Price Sheet**

Peanut Butter, Jif Creamy Cup = 1 oz MT	120/1.1 oz	Smuckers 5150092100								25	
Tuna Light in Water Pouch = 1.5MMA	24/2.6 oz	Starkist 495240								15	
Jerky, Beef Peppered, 1=.75oz MMA Smart Snack	48/.85oz	Jack Link's 7719								25	
Sunflower, kernel, Honey Roast = 1 MMA	150/1.2 oz	Sunrich Natural 1231780								5	
Sunflower, kernel, unsalted	3/2 lb	Azar 7115796								5	
Cheese sauce, Jalapeno Cups, self stable, 1 MA	140/3 oz	Land O Lakes 39912								25	
Cheese Sauce, Cheddar Cups, self stable, 1 MA	140/3oz	Land O Lakes 39911								25	
<b>Other Fruits and Vegetables</b>											
Cranberries, dried, single serve flavor infused, strawberry 1.16 oz equals 1/2 cup fruit	200/1.16 oz	Ocean Spray 23445								20	
Lemon juice, from concentrate Shelf Stable	4/1 gal	Real Lemon 10090964								2	
Marinara Sauce, portion cups, 1 oz	100/1 oz	Flavor Fresh 85836								50	
Marinara Sauce, portion cups, 2.5 oz cup equals 1/2 cup red orange vegetable	84/2.5 oz	Red Gold 82207								25	
Soup, Cream of Chicken	12/50 oz	Campbells 01036								1	
Peppers, Sliced Jalapeno Nacho	6/#10	Del Sol 4243400115								1	
Olives, Ripe Med Pitted	6/#10	Orefresco 1930326657								1	
Pickles, sandwich thin sliced dill	4/1 gal	Heinz 95157								30	
Pickles, Kosher Dill Spears	1/5gal	Rest Pride 95144								10	
Pickle, Sweet Relish	4/ 1 gal	Rest Pride 95156								2	
Potatoes, Dried, reconstituted to mashed potatoes-- only add hot water	12/26 oz	Idahoan 4820040863								165	

**Bid #2120 Price Sheet**

Raisins, seedless dried, boxed 1.5 oz equals 1/2 cup fruit equivalent	144/1.5oz	Boghesian/Ca lif 5318							75	
Apple Crisps, Original = 1/2 cup of fruit	125/.34 oz	Tree Top 105261							30	
Salsa, dipping cup, 1.5 oz equal 1/4 cup red orange vegetable	264/ 1.5oz	Red Gold RED264							10	
Salsa, dipping cup, 3 oz equal 1/2 cup red orange vegetable	84/3 oz	Red Gold 7294011139							15	
<b>Frozen and Refrigerated Meat/Meat Alternates</b>										
Cheese, sticks, wrapped 1oz mild cheddar cheese=1 MT	168/1oz	Land O Lakes 044879							10	
Cheese, sticks, wrapped 1oz light mozzarella=1 MT	168/1oz	Land O Lakes 59703							25	
Cheese, sticks, wrapped 1 oz pepper jack= 1 MT	168/1 oz	Land O Lakes 44889							25	
Cheese, sliced and easy peel, American Yellow Processed Cheese 160/5#, 1 slice=.5 MA	4/5#	RP/BONGARD S 100491							100	
Cheese, feather shredded mild cheddar cheese - School Only	4/5#	RP/BONGARD S 85551/191							60	
Cheese, shredded low moisture part skim mozzarella cheese	sliced	RP/BONGARD S 755071							15	
Cheese, parmesan, grated	4/5#	Orefresco 78765							5	
Cheese, Sandwich Grill, WG, IW, CN= 2MT & 2GE	72/4.19 oz	Integrated 134000							1	
Eggs, whole liquid with citric acid, carton	6/#5	Cargill 10080							4	
Eggs, Refrigerated Hard Cooked, Pillow Pack	12/12ct	Hillandale 102							40	
Egg Hard Cooked, Peeled, 2 PK = 2MMA	16/2 ct	Michael Foods 60608							1	
Egg Patty, scrambled, frozen, meets or exceeds 1.0 MA per patty	300/1.25oz	Cargill 40635 or Michael Foods							50	
Peanut Butter Sandwich, Uncrustable, Grape Jelly on WGB, IW, 5.3 oz. To meet 2 MA and 2 WGR	72/5.3oz	Smuckers 5150021027							50	
Peanut Butter Sandwich, Uncrustable, Grape Jelly on WGB, IW, 2.6 oz. To meet 1 MA and 1 WGR equivalents.	72/2.6oz	Smuckers 5150006960							10	

Vendor Name \_\_\_\_\_

**Bid #2120 Price Sheet**

Peanut Butter Sandwich, Uncrustable, Strawberry Jelly on WGB IW, 2.6 oz. To meet 1 MA and 1 WGR equivalent	72/2.6 oz	Smuckers 5150006961							10	
Peanut Butter Sandwich, Uncrustable, Strawberry Jelly on WGB IW, 5.3 oz. To meet 2 MA and 2 WGR equivalent	72/5.3oz	Smuckers 5150021028							50	
Soy butter and jelly sandwich, no crust, 1 sandwich=1.00 M/MA and 1.0 WGR equivalent	72/2.4 oz	Albi's EZ Jammer 607							300	
Yogurt, Lowfat Vanilla Bulk in bags blended yogurt, 4 oz=1 MA	6/64oz	Yoplait 16632							80	
Yogurt, Go-Gurt Strawberry tubes, 2.25 oz. 1 M/MA	64/2.25oz	Yoplait 49295							15	
Yogurt, Lowfat Raspberry Rainbow, Gluten Free, 4 oz=1 MA	48/4 oz	Yoplait Trix 70470-17725							150	
Yogurt, Lowfat Strawberry Banana, 4 oz=1 MA	48/4 oz	Yoplait 17726000							100	
<b>Frozen Meats and Entrees</b>										
Beef, Ground, 85/15 Keeper Casing, 10# packages, , Trans Fats are naturally occurring	20# or greater								65	
Beef Patty, seasoned fully cooked and flamebroiled from 80/20 beef, Soy added, patty =2 M/MA CN Fully Cooked	200/2.5 oz	Advance Pierre 9246 dba TYSON 1-							10	
Beef Patty, seasoned fully cooked slider patty from 80/20 beef, Soy added, patty=1 M/MA	150 min/case								50	
Beef Patty, fully cooked and flamebroiled, lower sodium (100mg or less) all beef patty with onion and added flavor patty=2 M/MA	170 min/2oz	Advance Pierre 68050 dba TYSON							10	
Meatballs, FC 1/2 oz, 6= 2.25 MT Italian P/B	10#	Bonici 22799-928							275	
Burrito, Bean and Cheese, CN Label, Each 5.2 oz. Burrito provides 2MT & 2GE, individually wrapped in ovenable film	96/5.2 oz	Los Cabos 97576							15	
Burrito, Beef & Bean WG, IW, CN= 2MT & 2GE	96/5.2 oz	Los Cabos 93540							15	
Chic and Chill Crisptos FC WG CN =1 MA & 1GE	72/3.45oz	State Fair (Tyson)24569-0821							800	
Chicken, Drumstick Fully Cooked, WG Breaded 4.75oz=2MT & 1WG minimum credits per piece	6/5 lb	Gold Kist 7803							1	
Chicken, Fillet Breast A+ WG Fully Cooked CN=2MT&1.25GE	113/4.25 oz	Gold Kist 7522							50	
Chicken, Tenderloin Breast, Fully cooked, WG Breaded, A+CN 3= 2 M&1.25 GE	330/1.45 oz	Gold Kist 7572							50	

**Bid #2120 Price Sheet**

Chicken, Breaded Breakfast Patty, Fully Cooked, White/Dark Meat	294/1.63 oz	Gold Kist 635300								50	
Chicken Breast Patty Spicy Fully Cooked WG CN=2MT&1	104/3 oz	Proview 50011								100	
Chicken, Popcorn Snackers, Dark Meat, WG Fully Cooked CN 10=2MT & 1GE	6/5 lb	Gold Kist 110452								50	
Chicken, Nugget Breaded Fully Cooked, WG CN 5=2MT/MA 1G	30lb	Gold Kist 615300								50	
Chicken Wings, Fully Cooked, Oven Bakeable, Bone-In, Roasted 4 or 5=2M/MA	20#									50	
Chicken Wings, Bone In, Buffalo sauced, fully cooked, oven bakeable 1 & 2 JT, 4 or 5 = 2MT,	20#									50	
Corn Dog Minis, chicken, 6=2 M/MA and 2 WGR equivalents	240/.67oz	Foster Farms 96086								400	
Corn Dog, Whole Grain Chicken LF, CN= 2 oz MT & ZGE	72/4oz	Foster Farms 95150								350	
Fish, Breaded Pollack wedge, fully cooked approx 3.5 ounce equals 2 M and 1 WG	10.35 lb	Viking 1089271								75	
Fish Nuggets, Cod pieces 4=2 m/ma and .5 WGE, 138-158 ct nuggets per case - not CN Label Fishery Products	160/1oz	Viking 06551C								50	
Bologna, all meat (beef/pork/beef predominant) No fillers, USDA inspected, no artificial coloring, no variety meats	1/10lb	Kentucky Gold								50	
Ham, Diced, Ham cured, fully cooked, 1/4 inch diced, and 97% fat free, CN Crediting: 2 oz. = minimum of .75 oz M/MA	10#	Field 90981								15	
Pork Rib Patty, fully cooked, Honey BBQ, CN 3.25 oz patty equals 2 M/MA	100/3.25 oz	Advance Pierre 71421038170								100	
Pork Sausage patties, fully cooked, 1 patty must equal 1 M/MA equivalent										200	
Pepperoni, Sliced 14-16 per ounce	10#									10	
Turkey breast raw 12-18#	1pc/ lb	Need about 1000#								60	
Weiner, pork and beef, fully cooked, 2 oz=2M/MA - 8-1-10#		Field's 5526								245	
Cheese, Sauce Queso BIB 2oz= 1 MT	6/5lb	JTM 5718								75	
<b>PIZZA/CHEESE/BREAD ENTREE</b>											

Vendor Name \_\_\_\_\_

**Bid #2120 Price Sheet**

Pizza, Cheese 100% 10-CUT WG = 2MT & 2GE	90/5.49 oz	Wild Mike's 20211						125	
Pizza, PEP 5" DD WG BULK = 2MT & 2GE	80/5.63 oz	Wild Mike's 80549						75	
Pizza, PEP 5" DD IW WG = 2MT & 2GE	80/5.63 oz	Wild Mike's 80649						15	
Pizza, PEP WG IW WEDGE = 2MT & 2GE	90/5.5 oz	Wild Mike's 78642905007						50	
Pizza, PEP 10-CUT WG = 2MT & 2GE	90/5.5 oz	Wild Mike's 78642202106						50	
Pizza, Cheese 5" DD, IW, WG = 2 MT & 2GE	80/5.49 oz	Wild Mike's 80650						75	
Pizza, PEP Wedge ST/CST WG CN = 2MT & 2GE	72/4.87 oz	Gilardi 12682						25	
Pizza, Cheese Wedge ST/CST WG CN = 2MT & 2GE	72/4.84 oz	Gilardi 12671						25	
Pizza, French Bread 6" Cheese Garlic WG = 2MT & 2GE	60/4.29 oz	Tony's 78359						100	
Pizza, Whole Grain Pepperoni, 4x6, CN Label, must meet 2 M/MA and 2 WGR equivalents, 1/8 c red orange vegetable.	96/4.48 or 96/4.65 oz	Tony's 12585						200	
Pizza, Whole Grain Cheese, 4x6 <b>thick crust</b> , CN Label, 2 M/MA and 2 WGR equivalents, 1/8 c red orange vegetable.	96/5.1 oz	Tony's 68521						300	
Pizza, Fiestada Beef, 51% WG CN = 2 MT & 2GE Octagon	72/5.44 oz	Tony's 68523						75	
Pizza, WG Crust, Turkey Sausage Breakfast Pizza, IW, Meets 1 M/MA and 1.0 WGR equivalent.	100/3.67 oz	Tony's 63913						20	
Pizza, WG Crust, Turkey Sausage Breakfast Pizza, Meets 1 M/MA and 1 WGR equivalent.	128/3.31 oz	Tony's 63912						75	
Pizza, 3 Cheese, Gluten Free	6/9"	UDIS 80624						40	
Cheese Filled 6" Mozzarella Breadsticks, w/ promo bag, 1 stick=1 M/MA and 1 WGR equivalent.	144/2.21 oz	Gilardi 1 20117						125	
Cheesy Pull-Aparts Italian Cheese & Garlic IW Bread, Meets 2M/MA and 2 WGR equivalents.	72/3.88 oz	Pillsbury 112317000						25	
Cheesy Pull-Aparts Southwest Queso IW Bread, Meets 2M/MA and 2 WGR equivalents.	72/3.88 oz	Pillsbury 112316000						25	
Cheese Bites, 100% Bulk WG 4 = 2MT & 2GE	240/1 oz	Wild Mike's 11003						150	





**Bid #2120 Price Sheet**

Cinnamon Mini, Pillsbury Minnis, WG, 2 oz. Gr Equivalent	72/2.29 oz	Pillsbury 133686						130	
Cinnamon Bun Ultra,Frozen, WGR 51%Bkcd=2BD	72/2.9 oz	Super Bakery 6070						50	
Frudel Rolls, Apple, WG, IW, 1 roll = 2.2 wg equivalent	72	Pillsbury 127852						25	
Frudel Rolls, Cherry, WG, IW, 1 roll = 2.2 wg equivalent	72	Pillsbury 127851						25	
Donuts, Mini Powdered WGR, IW in pack of 6=2 WGR equivalents	60/6 ct 3 oz	Super Bakery 7787						275	
Donuts, Mini Chocolate, WG rich, IW, in pak in 6 = 2 wg equivalent	72/3.2 oz	Bake Crafters Super Bakery 7786						225	
Donut, Donut Goodyring yeast donut, glazed, WGR, IW. 1=2 WGR equivalents	80/2.5 oz	Super Bakery 18400						85	
Super Stars Proball,Thaw & Serve,WG=1GR IW	160/1.3oz	Super Bakery 7869						1	
Bread, Garlic Knot, 51% WG CN=2GE	144/2 oz	Tasty Brands 62200						25	
New York Whole Grain Rich Garlic WG, bulk package, 1-1 WGR equivalent	168/36gm	New York 15021						75	
French Toast Sticks, IW, WG 2GR	88/3 oz	Bakecrafters 449						50	
Donut Stick Dunking WG=1GR	100/1.9 oz	Super Bakery 11695						35	
Muffin, WGR IW, Banana Strawberry. 1 muffin=2 WGR equivalents	48/3.2oz	Sky Blue WMSTBN248						150	
Muffin, WGR IW, Blueberry 1 muffin=2 WGR equivalents	48/4 oz	Smart Choice 07661						250	
Muffin, WGR IW, Apple Cinnamon 1 muffin=2 WGR equivalents	48/4 oz	Smart Choice 07666						50	
Muffin, WGR IW, Double Chocolate Chocolate Chip. 1 muffin=2 WGR equivalents	24/4 oz	Chef Pierre 41324						50	
Muffin, WG Blueberry, IW = 1 GE	72/2 oz	Otis Spunkmeyer 10143						50	
Muffin, WG Banana, IW = 1 GE	72/2 oz	Otis Spunkmeyer 10144						50	
Muffin, WG Chocolate Chocolate Chip, IW = 1GE	72/2 oz	Otis Spunkmeyer 10145						1	

**Bid #2120 Price Sheet**

Muffin, Double Chocolate, WG = 1GE	96/2 oz	Chef Pierre 08897							1	
Muffins, Birthday Cake , Mini, Smart Snack Compliant, 1.61 oz. , WG, Ind. Pouch, 0 Transfat, produced in a nutfree facility	72/1.61 oz	Hostess 901071							20	
Muffins, Banana, Mini, Smart Snack Compliant, 1.61 oz., WG, Ind. Pouch, 0 Transfat, produced in a nutfree facility	72/1.61 oz	Hostess 901089							20	
Breadstick, Cinnamon Berry Twist, CN= 1MT & 1GE	96/2.3 oz	The Max 12611							25	
Pancakes, Eggo WGR Mini Maple Pancakes, IW ovenable pouch equals 2 WGR equivalents	72/3.03 oz	Eggo 38000- 92562							200	
Pancakes, Eggo WGR Mini Confetti Bites, IW ovenable pouch equals 2 WGR equivalents	72/3.03 oz	Eggo 38000- 18574							100	
Waffles, gluten, dairy and egg free. 1 grain equivalent per waffle.	12/ 6 ct	Sarah Lee 30206							20	
Waffle, Cinnamon IW WG=2GE	96/2.4oz	Arlington Farms 1 00130							75	
Waffle, Blueberry IW WG=2GE	96/2.4oz	Arlington Farms 00120							75	
Flatbread, Mini 4" WG = 1GE	192/1 oz	Rich's 00828*							15	
Pretzel, Soft Pre-Baked-No SALT with salt packs	100/2.5oz	J&J 3010							5	
Croissant ,Sliced Round, WG,1.25 oz =1G	210/1.25	Hadley 134							1	
Crossaints, Sliced round, WG, 2.2 oz	72/2.2 oz	Hadley 11987 112TF							1	
Bun, Hamburger, Gluten Free IW	24/3.2 oz	UDI'S 6989978064							20	
Bun, Hot Dog, Gluten Free IW	24/2.4 oz	Udi's 6989978062							15	
Bread,WH Sliced Sandwich Loaf, Gluten Free	6/24oz	UDI'S 673011							15	
<b>GRAIN BASED SNACK ITEMS</b>										
Chips, WGR, IW Dorito Cool Ranch RF. 1 pack=1 WGR equivalent	72/1oz	Frito Lay 36096							150	
Chips, WGR, IW Dorito Nacho Flavored RF. 1 pack=1 WGR equivalent	72/1 oz	Frito Lay 31748							275	

**Bid #2120 Price Sheet**

Chips, WGR, 1W Dorito Spicy Swt Chili RF. 1 pack=1 WGR equivalent	72/1oz	Frito Lay 49093							50
Chips, WGR, 1W Dorito Flamas RF. 1 pack=1 WGR equivalent	72/1 oz	Frito Lay 62829							50
Chips, WGR, 1W Chilli Cheese Baked. 1 pack=1 WGR equivalent	104/1oz	Cheetos Frito Lay 36098							50
Chips, Tortilla Yellow Round WG = 2 GR	72/1.5 oz	Shearers 203430312							75
Chips, Tortilla Mini Round yellow, WG= 1GE	100/1 oz	Shearers 203630512							100
Chips, Fritos Corn Chips. Bulk	8/16 oz	Frito Lay 11509							15
Chips, Tostitos Scoops, 1W, 1 pack=1 WGR equivalent	72/.875 oz	Frito Lay 42537							100
Chips, WGR Tortilla Nacho Chips in a Bag to add Tacos. 1 bag=2 WGR equivalents	64/1.66 oz	Shearer 204330212							100
Chips, Lay's Baked Potato Crisps BBQ	60/.875 oz	Frito Lay 0671							50
Ruffles, Baked Cheddar and Sour Cream	60/.8 oz	Frito Lay 56882							50
Chips, Baked Cheetos Crunchy, WG	104/.875 oz	Frito-Lay 62933							40
Chips, Baked Lays Original	60/.875	Frito Lay 33625							25
Goldfish Shaped Baked WGR Crackers, 1W, Cheddar Cheese, 1 pack=1 WGR equivalent	300/0.9 oz packs	Pepperidge Farm 18105							50
Cracker, CHEEZ-IT, WGR, 1W, 1 pack=1 WGR equivalent	175/.75oz	Keebler 2410079263							75
Graham Cracker Snack Bug Bite shaped cinnamon graham crackers , WG, 1 oz. equivalent	210/ 1 oz.	Keebler 30100-55644							50
Graham Cracker Snack, Elf Original, 1W, = 1 GR	150/1 oz	Keebler 492 3010040213							50
Graham Cracker Snack, Elf Chocolate, 1W, = 1 GR	150/1 oz	Keebler 13563 3010040239							25
Graham Cracker Snack, Sticks, Cinnamon, Scooby Doo, WGR. 1 package=1 WGR equivalent	210/1oz	Keebler 3010050689							25
Vanilla Grahams, Chatsnax 1 oz= 1 WG	210/1 oz	Kelloggs12695							15

**Bid #2120 Price Sheet**

Cheex Mix Traditional, WG, IW	60/1.75 OZ	General Mills 12400							1	
Cookies, WGR, IW Organic Honey Graham. 1 pack=1 WGR equivalent	100/1.25 oz	Annie 1356200237							15	
Cookie, WGR, IW Organic honey, chocolate, chocolate chip. 1 pack=1 WGR equivalent	100/1.25 oz	Annie 1356200236							15	
Cookie Dough, Chocolate Chip Frz, RF, WG= 1GR	168/1.5 oz	Bonzers 71501							100	
Cookie Dough, Carnival RF, WG=1GR	168/1.5 oz	Bonzers 71535							50	
Cookie Dough, Double Chocolate Chip Frz, WG= 1GR	168/1.5 oz	Bonzers 71526							25	
Cookie Dough, Oatmeal Raisin Frz, RF, WG= 1GR	168/1.5 oz	Bonzers 71585							25	
Cookie Dough, Chocolate Chip Frz., Homestyle	128.2.5 oz	Hopes 25201							30	
Cookie,Chips Ahoy, 100 calorie pack,	72/081	Nabisco 937							25	
Cookie, Fun & Fitness Educational WG/TFF= 1 GE	120/1 oz	Dick & Jane 13532							25	
Cookie, Fortune, IW	1/285 ct	Rose 15337							1	
Popcorn, Smartfood RF White Cheddar	72/.5 oz	Frito Lay 30900 0662							15	
Rice Krispy Treats, WGR, IW 1 package=1 WGR equivalent	80/1.41 oz	Kelloggs 3800011052							30	
Rice Krispy Treats, mini IW	600/.42 oz	Kelloggs 3800014540							15	
Brownie, Cool Brownies mini, WG, IW, =.5 GE	96/1.41 oz	Super Bakery 9080							30	
Granola, 100% Whole Grain packet, 1 oz. wg equivalent, no peanuts or tree nuts, no artificial flavors or preservatives	144/1 oz	Fieldstone 109788							30	
Granola, 100% Whole Grain packet, 2 oz. wg equivalent, no peanuts or tree nuts, no artificial flavors or preservatives	144/2.3 oz	Fieldstone 009742							1	
Strawberry flavored Granola Clusters = 1GE	250/1 oz.	Rockin'ola 8004094							1	
Strawberry flavored granola clusters w/mini marshmallows = 1GE	250/1 oz.	Rockin'ola 8004087							15	

Vendor Name \_\_\_\_\_

**Bid #2120 Price Sheet**

Chocolate Granola flavored Clusters = 1GE	250/1 oz.	Rockin'ola 8004100								1	
Chocolate flavored granola clusters w/mini marshmallows = 1GE	250/1 oz.	Rockin'ola 8004070								15	
<b>OTHER SNACK &amp; SHELF STABLE</b>											
Fruit by the foot, variety pack, RS	4/24/.75	Betty Crocker 11700								80	
Fruit roll up, strawberry, RS	96/.5 oz	Betty Crocker 29162								25	
Fruit Snack, Berries N Cherries	144/1.55 oz	Welchs 14492								15	
Fruit Snack, Mixed Fruit	144/1.55 oz	Welch's 14498								20	
Pie Moon Mini Chocolate Marshmallow Sandwich, 1W, 1oz	8/12 ct	Chart Bakery 22801								25	
<b>REFRIGERATED ITEMS</b>											
Margarine solids, vegetable, Tff, light yellow, 1 # block	30/1#									75	
Dressing, Honey Mustard, Cup	100/1 oz	Naturally Fresh 8511687506								125	
Dressing, Italian, Light, individual foil pack	200/12 gr	Diamon Crystal 73037								15	
Dressing, Jalapeno Ranch	100/1.5 oz	Naturally Fresh 8572028506								10	
Dressing, Ranch, cup	100/1.5 oz	Naturally Fresh 857124D506								175	
Dressing, Ranch Fat Free, cup	100/1.5 oz	Naturally Fresh 8571666506								15	
Dressing, Ranch Buttermilk Reduced REFR, individual pouches	200/12 gm	Sauer 06863								400	
Dressing, Italian Zesty	4/ 1 gal	Dukes 6122								1	
Dressing, Caesar, Classic	4/1 gal	Natural Fresh 8501193506								1	
Margarine Spread Buttery Taste Cups, Zero Trans Fat	304/10GM	Land-O-Lakes 19002								15	

**Bid #2120 Price Sheet**

Sour Cream, Real , Ind. PK.	100/1 oz	Daisy IDP100							30	
Cream Cheese	10/3 lb	Rest Pride 25489							15	
<b>DRY GOODS</b>										
<b>Cereal Bars/ Cereal/ PopTarts RS= reduced sugar</b>										
Cereal, WGR RS Frosted Flakes, 1 oz=1 WGR equivalent	96/1 oz	Kelloggs 3800054998							60	
Cereal WGR RS Cinnamon Toast, 1 oz=1 WGR equivalent	96/1 oz	GM 29444000							350	
Cereal WGR RS Cocoa Puffs, 1 oz=1 WGR equivalent	96/1 oz	GM 31888000							250	
Cereal, WGR Oat Cheerios-Gluten Free, 1 oz=1 WGR equivalent	96/1 oz	GM 32262000							80	
Cereal, Blueberry Chex, WGR Gluten Free, 1 oz=1 WGR equivalent	96/1oz	GM							25	
Cereal, Rice Chex, WGR Gluten Free, 1 oz=1 WGR equivalent	96/1oz	GM 31921							25	
Cereal, Fruit Loops WG, RS = 1GE	96/1oz	Kelloggs 3800078788							75	
Cereal, Lucky Charms WG = 1 GE, GF	96/ 1oz	GM 31917							140	
Cereal, Cinnamon Toast, RS WG = 2GR	60/2 oz	GM 14886000							25	
Cereal, Cocoa Puffs, RS WG = 2GR	60/2 oz	GM 14885000							75	
Cereal, Lucky Charms WG = 2GR	60/2 oz	GM 14884700							75	
Cereal Bar, Cinnamon Toast Crunch, WG = 1GE	96/1.42 oz	GM 45576							15	
Cereal Bar, Cheerio Strawberry WG = 1GE	96/1.42 oz	GM 31914							15	
PopTart, 2 count WGR Frosted Fudge, 2pack=2.5 WGR	72/3.5 oz	Kelloggs 3800012073							15	
PopTart, single WGR Frosted Fudge, 1 pastry=1.25 WGR equivalent	120/1.76 oz	Kelloggs 3800012070							15	

**Bid #2120 Price Sheet**

Poplart, single WGR Frosted Brown Sugar Cinnamon, 1 pastry=1.25 WGR equivalent	120/1.76 oz	Kelloggs 199 3800055122						15	
Poplart, single WGR Frosted Strawberry, 1 pastry=1 WGR equivalent	120/1.76 oz	Kelloggs 3800055130						15	
Poplart, 2 count, WGR Frosted Strawberry, 2 pack=2.25 WGR equivalent	72/3.5 oz	Kelloggs 3800055133						150	
Poplart, 2 count, WGR Frosted Brown Sugar Cinnamon, 2 pack=2.5 WGR equivalents	72/3.5oz	Kelloggs 38000551253						150	
Poplart, Blueberry Frosted, 2 pack = 2.25 WGR equivalents	72/3.5 oz	Kelloggs 3800017199						100	
Poplart, Blueberry Frosted, 1 pack = 1 WGR equivalents	120/1.76 oz	Kelloggs 3800017196						15	
Poplart, Blueberry unfrosted, 1 pack	120/1.76 oz	Kelloggs						5	
Poplart, Strawberry unfrosted, 1 pack	120/ 1.76 oz	Kelloggs						5	
<b>Condiments</b>									
BBQ Sauce, Western Smokey	4/1 gal	Trail Blazer 05965						40	
BBQ Sauce, FF, single serve	200/12 gm	Rest Pride 70835						140	
BBQ Sauce, Cup, RS	100/1 oz	Diamond Crystal 70809						50	
Boom Boom Sauce, single serve	100/1 oz	Ken's 1936A1						75	
Chicken Dipping Sauce, single serve	100/1 oz	Flavor Fresh 85837						25	
Hot sauce, individual servings	200/7 gm	Texas Pete 100003						25	
Jelly, Grape 200/0.5 oz cups	200/1/2 oz	Heinz 78000747						50	
Jelly, Strawberry 200/0.5 oz cups	200/1/2 oz	Heinz 78000748						50	
Ketchup, single serve	1000/9 gr	Heinz 78000108						350	
Ketchup, single serve, Dip & Squeeze	500/27 gr	Heinz 78000012						25	



**Bid #2120 Price Sheet**

Mayonnaise, RF single serve	200/12 g	Dukes 06346								150	
Mayonnaise, Light	4/1 gal	Kraft 64301								5	
Mustard, Packets, individual serve	200/1/5 oz	Heinz 78000701								80	
Mustard, Pure Prepared	4/1 gal	Sauer 06453								1	
Asian Orange Sauce, Low Sodium	5/6 lb	MINH 69143								5	
Orange Sauce, zesty citrus and sesame	4/64 oz	Minor-547425								5	
Soy Sauce, 1nd pk	500/9 g	Eastern Sun 7336580								1	
Soy Sauce	1/5 gal	Kikkoman 00182								1	
Sweet and Sour sauce, individual packages, cups	200/.75oz	Kraft 66580								50	
Syrup, pancake and waffle, sugar free individual cups	100/1 oz	Flavor Fresh 75993								25	
Syrup, pancake and waffle, individual cups	100/1.5 oz	Rest Pride 75905								50	
Teriyaki Sauce, Low Sodium	15/2 lb	Chef's Corner OFC-2165								1	
Taco Sauce, individual servings	200/9 g	Rest Pride 06508								50	
Tartar Sauce, single serve	200/12 g	Rest Pride 76105								15	
Coffee Creamers, International Delight, Shelf Stable single serve	288 co	International Delight									
	Caramel	101558								10	
	Reeses Peanut Butter	106671								5	
	French Vanilla	100707								8	
	Hazelnut	100713								5	

Vendor Name \_\_\_\_\_

**Bid #2120 Price Sheet**

	Chocolate caramel	288	102504						5	
<b>Pastas and Other Grains</b>										
	Crackers, saltines, 1W Zesta	300/4 ct	Lance/Zesta 801261						35	
	Crackers, Club Wafer	500/2 ct	Keebler 3010005363						1	
	Noodles, spaghetti, 10" long (not WGR)	2/10 lb	Rest Pride 4820017414						65	
	Noodles, Rotini Diamond Twist 1/2" Small Pasta	2/10 lb	Orefresco 4820094298						1	
	Noodles, elbow macaroni (not WGR)	2/10 lb	Rest Price 4820017417						60	
	Noodles, penne (not WGR)	1/2/10 lb	Orefresco 4820057462						10	
	Noodles, Lasagna, Ribbed 10" not wg	12/1 lb	Orefresco 4820096612						1	
	Noodles, Rotini Spiral Tri Color	2/10 lb	Orefresco 4820061825						1	
	Tortilla, flour 6" 65%WW Pressed, =1.0 oz WG equivalent	12/24 ct	Ole 15916 27328						20	
	Tortilla, flour 8" 65%WW Pressed, =1.5 oz WG equivalent	12/12 ct	Ole 2754						110	
	Rice, Mexican Fiesta	6/25.9 oz	Uncle Ben's 03309						10	
	Rice, Long Grain and Wild	6/36 oz	Uncle Ben's 02004						1	
	Rice, Brown WG Asian style	6/26.5 oz	Uncle Ben's 45533						10	
	Noodles, Chow Mein w/ Vegetables 4.06 oz Serving	6/5.68 lb	Asian Foods 22101WG						15	
	Vanilla Wafers, TFF, Produced in a nut free facility, dairy free	12/10 oz	Food Club 760406						1	
	Oatmeal, Quick, WG	12/42 oz	Rest Pride/Hosp 36820						1	
<b>Staples and Spices</b>										

Vendor Name \_\_\_\_\_

**Bid #2120 Price Sheet**

Butter Buds, Pan Release Buttermist	6/17 oz	Butter Buds 56217							50	
Butter Buds Butter Flavored Granulas FF	24/4 oz	Butter Buds 49835							15	
Butter Buds Pan Release Buttermist Garlic	6/17 oz	Butter Buds 56367							10	
Cornstarch	24/1 lb	Argo 2001561							5	
Flour, self rising	8/5 lb	White Lily 3250010388							5	
Food Release, spray, vegetable shortening	6/16.5 oz	Rest Pride Dep 17440							50	
Pan Release Allergen Free Canola	6/16.5 oz	Vegelele 17021							1	
Oil Olive Extra Virgin Italy	4/3 LTR	Carrello/Supre mo490315							1	
Salt, iodized	24/26 oz	United 7015							5	
Sugar, Granulated	1/25 lb	Domino 7262							5	
Sugar, light brown	1/25 lb	Domino 7264							8	
Sugar Powdered Poly 10x	12/2 lb	Domino 400639							15	
Cornbread mix, complete, add water only, TFF	6/5 lb	Pioneer 1208							35	
Cornbread stuffing mix, chicken flavored, add water only	6/58 oz	Uncle Ben's 10136537							35	
Gelatin, Strawberry, no red dye	12/24 oz	Rest Pride Pref 48863							5	
Gelatin, Orange	12/24 oz	Rest Pride Pref 481302							1	
Gelatin, Berry Blue	12/24 oz	Rest Pride Pref 43634							1	
Gelatin, lime	6/4.5 lb	Rest Pride Pref 53698							1	
Gravy Mix, Brown LS, RF TFF	8/16 oz	Trio 38572							75	

Vendor Name \_\_\_\_\_

**Bid #2120 Price Sheet**

Gravy Mix, Chicken or Poultry, LS, RF TFF	8/22.6 oz	Trio 38482							40	
Gravy Mix, Gravy Peppered Breakfast TFF	6/1.5 lb	Conestoga 99412							200	
Gravy Mix, Turkey	8/14 oz	Legout 29599							15	
Ham Base, Low Sodium, No MSG, MT 1st Paste	6/1 lb	Major 93426							25	
Meat base, beef GF, no added MSG	6/1lb	Major 93296							10	
Chicken Base, No MSG MT	6/1 lb	Rest Pride Pref 17061							20	
Mix, Brownie, add water only, TFF	6/6 lb	General Mills 11-325							20	
Mix, Yellow Cake, add water only TFF	6/5lb	Gilster Mary Le 65007							5	
Mix, White Cake, add water only TFF	6/5lb	Gilster Mary Le 65005							5	
Mix, Devil's Food, add water only TFF	6/5 lb	Gilster Mary Le 65002							5	
Milk, Dry Non Fat	6/ 5 lb	Sturm Farms 7172720183							5	
Ranch Dressing Mix, GF	18/3.2 oz	Hidden Valley 21004							15	
Pepper, Green Dehydrated Chopped	3/30 oz	Rest Pride 01221							5	
Onion, Dehydrated Chopped	3/3 lb	Rest Pride 13519							5	
Shortening Canola Clear Fry	1/35 lb	Rest Pride10028647							140	
Vegetable Shortening, Crisco Vegetable Oil	1/35 lb	Crisco 100087401							1	
Vinegar, Cider, 5% Flavored	4/1 gal	Rest Pride CFV110							5	
Vinegar, White, 4% Acidity Distilled	4/1 gal	Rest Pride Dep WDV120							50	
Garlic and Herb Seasoning In plastic shaker container, Salt Free, no added MSG	1/21 oz	Mrs Dash 8026032500							5	

Vendor Name \_\_\_\_\_

**Bid #2120 Price Sheet**

Signature Seasoning 14 spice blend in plastic shaker container, Salt Free, no added MSG	1/21 oz	McCormick 901210141								5	
Southwest Chipotle Seasoning, Salt Free	1/21 oz	Mrs Dash 12609 2010757900								5	
Basil, Ground	1/20 oz	Rest Pride 02287/1320								1	
Chili Powder, dark	1/20 oz	McCormick 900210220								15	
Cinnamon, ground	1/16 oz	Rest Pride 1051								6	
Cumin, Ground	1/16 oz	Rest Pride 1106								15	
Cream of Tartar	1/28 oz	Rest Pride 01101								5	
Garlic Powder	1/19 oz	Rest Pride 01816								15	
Italian Seasoning, no salt. Contains marjoram, thyme, savory, rosemary, sage, oregano, and basil.	1/6.5 oz	Rest Pride 01381								10	
Lemon Pepper seasoning, no salt added, No MSG, GF	1/26 oz	Rest Pride 01279								6	
Marjoram, Ground	1/10 oz	Rest Pride 01146								1	
Mustard, Ground	1/16 oz	Rest Pride01166								1	
Nutmeg, Ground	1/16 oz	Rest Pride 01171								5	
Onion Powder	1/20 oz	Rest Pride01820								2	
Oregano, Ground	1/12 oz	Rest Pride 01186								15	
Paprika, Spanish	1/16 oz	Rest Pride/Saue 01191								5	
Parsley Flakes	1/10 oz	Rest Pride 01202								5	
Pepper, Black, Ground Fine	1/16 oz	Rest Pride 00936								15	
Poultry Seasoning , no MSG	1/12 oz	Rest Pride 01236								1	

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**Bid #2120 Price Sheet**

Sage, Rubbed	1/6 oz	Rest Pride Pref 01256							1	
Thyme, Ground	1/12 oz	Rest Pride 01286							1	
Tumeric, Ground	1/16 oz	Rest Pride 01291							1	
Spaghetti Seasoning Mix, Yield 15 Gal, TFF	6/12 oz	Lawry's 80545							45	
Taco Seasoning Mix, Yield 60#, No MSG/Low Sodium	6/6.6 oz	Foothill Farms V413-D9190							60	
Sloppy Joe Seasoning Mix	6/14 oz	Sauer 09096							20	
Chili Seasoning Mix Yield 6 Gal	6/5.7 oz	Lawry's 80526							50	
Fajita Seasoning Mix RS TFF	6/8.9 oz	Lawry's 2150080091							25	
Vanilla, Extract, Imitation	1/ quart	McCormick 930607							6	
<b>NON-FOOD DISPOSABLES</b>										
Bowl, Squat Cup, Foam 12 oz.	20/25 ct	Dart125120							8	
Bowl, Foam 8 oz, Shallow White	1000 ct	Dart 8820							40	
Cup, Squat Foam 8 oz.	20/50 ct	Dart 85120							20	
Lid, for Squat 8 oz and 12 oz. squat Translucent.	10/100 ct	Dart 201L							10	
Parpak Container Bowl, 22 oz. Black	1/500 ct	Parpak 24020							10	
Cups, Drink Foam, 14 oz	40/25 ct	Dart 14J16							20	
Plate, Foam Unlaminated, 6"	8/125 ct	Genpak/Dart 6PWCR							25	
Plate, Foam, Unlaminated 9"	4/125 ct	Dart 9PWCR							200	
Tray, Foam White 5 cpc, 10x8x1 3/16"	500 ct	Gen Pak 1619408							700	

**Bid #2120 Price Sheet**

Tray, Foam Black School, 5 Compartment 10X8X1 3/16"	1/500 ct	PV/GK YTHB0500SG							600	
Bag Printed French Fry 4.5x3.5	10/1000 ct	Brown Paper 805							15	
Tray, Hinged Clear Lid, Medium, One Compartment, 8.25x8.25x3	1/250 ct	Dart C90PST1							20	
Clear Tray Hinged Lid, 6x5-3/4x3	1/500 ct	Dart C57PST1							20	
Tray box with fold over lid, foam, medium 3 compartment white 8x8x3"	1/200 ct	Genpak/Dart SN243							30	
Cup, Portion Plastic 5.5 oz clear	20/125 ct	Dart 550PC							30	
Cup, Portion Plastic 4 oz. Clear	25/100 ct	Dart/Prime SRC 400PC							30	
Lid for 3.25, 4, 5.5 oz Plastic Portion Cup Clear	25/100 ct	Dart/Prime SRC PL4N							40	
Cup, Portion Plastic 2 oz. Clear	25/100 ct	Dart/Prime SRC 200PC							15	
Lid, Plastic, for 2 oz. Portion Cup Clear	25/100 ct	Dart/Prime SRC PL200N							15	
Cup, Plastic, Clear 10 oz	20/50 ct	Dart TP10D							5	
Lid for Clear 10 oz Cup With Straw Slit	10/100 ct	Dart 610TS							5	
Cup, Clear Plastic 16 oz	20/50 ct	Dart TP16D							40	
Lid, Clear for 16 oz Cup, With Straw Slit	10/100 ct	Dart 626TS							35	
Kit: Parfait/Grab N Go, 12 oz Cup/2CP Inserts/Lid	1/500 ct	Dart PF35C2CP							10	
Straw, Plastic Giant 7 3/4" Wrapped Clear	24/300 ct	Berk/Packer 68174303							8	
Sandwich Bag, Saddlepak 6.5x7 Clear	1/2000 ct	Foodhandler 21-6709							50	
Food Storage Bag, Quart Zipseal 7x8	1/500 ct	Foodhandler 20-FH50							10	
Food Storage Bag, Gallon Zipseal 18x24 No Ties	1/250 ct	Foodhandler 22-FS1824							75	

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**Bid #2120 Price Sheet**

Clear, Nacho Tray, 2 Compartment 6x5x1.5"	4/125 ct	Dart C56NT2								20	
Cup, Paper, Portion 1 oz.	20/250 ct	Genpak F100								1	
Cup, Paper, Portion 2 oz.	20/250 ct	Genpak F200								1	
Cup, Paper, Portion 4 oz.	20/250 ct	Genpak F400								1	
Spork, Plastic, Bulk Medium Weight White Polypro	1/1000 ct	D&W P1005								225	
Spoon, D & W, Medium Weight, Polypro	1/1000 ct	D&W/Berk P1003								1	
Fork, D & W, Medium Weight, Polypro	1/1000 ct	D&W P1001								1	
Flatware Meal Kit, Med Fork, Napkin, Spoon	1/250 ct	D&W Fine Pack P2513KIT								100	
Spoon, Black Maxstax Bagged	10/100 ct	Max Pkg SBMS10100								1	
Fork, Black Maxstax Bagged	10/100 ct	Max Pkg FBMS10100								1	
Fork, Heavy Duty, White, Polypro	1/1000 ct	D&W F1001								100	
Spoon, Heavy Duty, White, Forum Polypro	1/1000 ct	D&W F1003								50	
Fork, Heavy Duty, Black, polypro	1/1000 ct	D&W F1001E								125	
Spoon, Heavy Duty, Black, polypro	1/1000 ct	D&W F1003E								100	
Dish Insert 4 oz, Clear 3.5x3.5x1.25"	1/2500 ct	Parpak 21822								25	
Dish Insert 4 oz, Black 3.5x3.5x1.25"	1/2500 ct	Parpak 21927								25	
Food Tray, Paper Boat, 8 oz, Red Checker Design #50, White Kraft Board	4/250 ct	Southern Champ 0409								150	
Food Tray, Paper Boat, 6 oz, Red Checker Design #40	1/1000 ct	Southern Champ 0405								1	
Food Tray, Paper Boat, 3 # Red Checker Design #300	2/250 ct	Southern Champ 0425								125	

Vendor Name \_\_\_\_\_



**Bid #2120 Price Sheet**

Food Tray, Paper Boat, 4 oz. Red checker Design #25	4/250 ct	Southern Champ 0401								1	
Food Tray, Paper boat, #1 Red design #100	4/250 ct	Southern Champ 0413								1	
Food Tray, 3 Compartment & Flat Lid Combo 5139	1/250 ct	Durable 210-35L250								1	
Bowl, Container 16 oz. Black	1/500ct	Parpak 24017								1	
Lid for Black Bowl Container, Dome fits 16 -24 oz. Bowl	1/500 ct	Parpak 24500								1	
Lid Flat for 8 & 12 oz Invisi-Bowl	1/500 ct	Parpak 24100								1	
Bag, Paper White 6#	1/500 ct	Duro 13201595								100	
Bag, Paper 57# 1/6 BBL Brown	1/500 ct	AJM/Duro 80076								5	
Bag, Poly 1/6 Thank You 11.5x6.5x21 13Mic	1/1000 ct	Unistar 6573 18304645								1	
Apron Plastic Heavy 28x46 Long Ties 1.75ml	10/50 ct	Foodhandler 250-FH3L								10	
Glove, Poly Small Disposable	10/100 ct	Foodhandler 104FHCT12								1	
Glove, Poly Medium Disposable Clear	10/100 ct	Royal Paper/FH RDPG-100M								50	
Glove, Poly Large Disposable Clear	10/100 ct	Royal Paper/FH RDPG-100L								40	
Glove, Vinyl Powderfree Medium	10/100 ct	Rest Pride 97545								80	
Glove, Vinyl Powderfree Large	10/100 ct	Rest Pride 78161								150	
Glove, Vinyl Powderfree Extra Large	4/100 ct	Foodhandler 1967								1	
Glove, Latex Lined Medium Yellow 12.5"	1 Pair	Royal Paper RHG144-M								5	
Glove, Latex Lined Large Yellow 12.5"	1 Pair	Royal Paper RHG144L								5	
Napkin, Tallfold Disp 1 Ply 7x13	1/10000 ct	Morcon MORD 20500								90	

Vendor Name \_\_\_\_\_

**Bid #2120 Price Sheet**

Napkin, Easynap/Dix Ultra Brown 9.8x6.5	24/250 ct	Georgia Pacific 32019								1	
Liners, Full Size High Heat 6" Deep	1/50 ct	Panpals 6303 22-Pl3418								1	
Bun Pan Poly Bags, Clear, 21x6x35 for Storage or Proofing	1/200 ct	Elkay Plastics 19590 BOR21635								5	
Bag, Storage Gallon Zipseal 10.5x11	1/250 ct	Foodhandler 20FH60								25	
Deli Paper Wrap, 12x10-3/4 "	12/500 ct	Handy Wacks D-12								10	
Box Pizza 8x8x1.75 Printed Corr E Flute	1/50 ct	3074								1	
Box Pizz 10X10X1.75 Printed B Flute Brn	1/50 ct	Orefresco 10Bpzboxrb								1	
Wrap, Film 24"x2000', PVC Cutter Box	1 Roll									35	
Wrap, Foil 18" x 500', PVC Cutter Box	1 Roll									15	
Wrap, Foil Potato 9x10-3/4" Silver	6/500 ct	Rest Pride/West 632FA								30	
Liner, Pan Bakery 16-3/8x24-3/8, High Heat	5/500 ct	Handy Wacks FSW62U								45	
Wipe, Sanitizing for Probe Thermometer, Individually wrapped	10/200 each									20	
Baking Cup, 4.5" 2" Cupcake Liner Bottom Fluted	20/500 ct	Hoffmaster HFM610032								15	
<b>Small Equipment</b>											
Thermometer, hanging, Refrig./Freezer, economy w/ non toxic tube (-40+80F)	1 ea	Fluke FG80AK								50	
Thermometer, digital, pocket (-40 +300F)	1 ea	Taylor 811 3516N								20	
Thermometer, dial pocket (0+220F) easy read, 5 inch shaft	1 ea	Fluke T220AK								40	
Thermometer for stockroom, (-20 to 120F), hanging, non toxic tube	1 ea	Comark WT4								20	
Thermometer, dishwasher digital, (-4/400)	1 ea	Comark DT400								1	

**Bid #2120 Price Sheet**

Measuring Cup, 1 qt liquid, polycarbonate, clear	1 ea	Cambro Manufact 379665																	10	
Measuring Cup, 4 qts liquid, polycarbonate, clear	1 ea	Cambro Manufact 368231																	10	
Measuring Cup for dry ingredients, 1 qt, heavy duty aluminum	1 ea	Winco 509443*																	10	
Measuring Cup for dry ingredients, 4 qts, heavy duty aluminum	1 ea	Winco 509442																	5	
Utility Tongs, 9.5", Stainless Steel	1 ea	Vollrath Company 379727																	5	
Utility Tongs, 12", Stainless Steel	1 ea	Update/Winco 080-UT12HT																	5	
Spatula/scraper - plastic 16", white	1 ea	Tablecraft/UP DT 370BBLD13N																	5	
Can Opener, Parts Kit #1	1 ea	Edlund 620620																	10	
Can Opener, Parts Kit #2	1 ea	Edlund 620621																	10	
Potholder, 8.5X11.5 Terry 375 Deg Panholder	1 pair	Natl Disc Text 911BP																	75	
Towels, Terry Kitchen White, 15X25, Cotton	1 ea	Dexter Russell 393369																	75	
Knives, Paring 3.25" Blade	1 ea	Dexter Russell 15303																	15	
Knives, Cook's 8"	1 ea	Dexter Russell 31600																	15	
Aluminum Pan, Restaurant Disposable, Full Size 3-3/8" Deep	1/50 ct	Rest Pride/Nova 500FA																	5	
Aluminum Pan, Restaurant Disposable, Half Size 2.6" Deep	1/100 ct	Rest Pride/Nova50 01FA																	15	
Oven Mitt, Fire Retardant to 425F, 17"	1 pair	Natl Disc Text 17FR																	10	
<b>Cleaning Supplies and Chemicals</b>																				
Bleach, - must maintain its strength for 12 months, USDA, UPA, FDA approved ph balanced, 6% chloride	6 ea	Zephyr 59002																	15	
Cleaner Floor/AP Tide 325159 Not Laundry	1/36 lb	Procter & Gambel 02364																	5	

**Bid #2120 Price Sheet**

Dish Detergent, Dawn Blue Original	8/38 oz	Procter & Gambl435714							45	
Sponge, Stainless Steel Large 36 Gram	6/12 ct	Royal Paper 5730/6							15	
Scouring Pad, Medium Duty Nylon Green 6x9x.25	6/10 ct	Royal Paper 5960							15	
Stainless Steel Cleaner, Aerosol Oil Base	6/14.5 oz	Quest A624							15	
Oven Cleaner, Fume Free Easy Off Aerosol	6/24 oz	Reckitt Benckis 74017							30	
Chlorine Water Testing Strips, for Dishmachines and Sinks	1/100 ct	Precision Labs 145144V100							45	
Detergent, Dishmachine High Temp Chlorinate	1/5 gal	Perform 706							15	
Rinse Aid, Dishmachine, All Temp Blue	1/5 gal	Performa 863							15	
Solvent Delimer for Dishmachines	2/1 gal	Performa 410							5	
Cleaner/Degreaser, Heavy Duty With Butyl Yellow	4/1 gal	Performa 694F							5	
Sanitizer, No Rinse RTU Spray	6/32 oz	Clearly Better CNRS/RNRS							5	
Detergent for Laundry Tide	2/144 oz	Procter & Gambi 565768							5	
Cleaner Spic and Span w/bleach	45/2.2 oz	Procter & Gambi 339479							5	
Glass Cleaner, Non Ammonia, Aerosol Foaming	12/18 oz	Champion CHP5155							5	
Sanitizer, Food Contact No Rinse	4/1 gal	Intercon 234GRADEA							15	
<b>GRAND TOTAL</b>										
Vendor Name _____									<b>Total Bid</b>	
Signature _____										
Date _____										

Vendor Name \_\_\_\_\_

## Exhibit 1

### List of School Sites for School Nutrition Program of Anderson County Schools

**Margaret Burrell- Director**  
Billing and Central Office  
101 S Main Street, Suite 470  
Clinton, TN 37716-3622  
Phone: 865-457-7560  
Fax: 865-457-2290

Anderson County High School  
130 Maverick Circle  
Clinton, TN 37716  
Manager: Kim Shetterly  
Phone: 865-457-9494  
Email: [kshetterly@acs.ac](mailto:kshetterly@acs.ac)

Andersonville Elementary  
School  
1951 Mountain Road  
Andersonville, TN 37705  
Manager: Sherry Humphrey  
Phone: 865-494-8826  
Email: [shumphrey@acs.ac](mailto:shumphrey@acs.ac)

Briceville Elementary School  
103 Slatestone Road  
Briceville, TN 37710  
Manager: Judy Bray  
Phone: 865-4264741  
Email: [judybray@acs.ac](mailto:judybray@acs.ac)

Claxton Elementary School  
2218 Clinton Highway  
Powell, TN 37849  
Manager: Robin Moore  
Phone: 865-945-3233  
Email: [rmoore1@acs.ac](mailto:rmoore1@acs.ac)

Clinton Middle School  
110 North Hicks Street  
Clinton, TN 37716  
Manager: Kim Phillips  
Phone: 865-457-6191  
Email: [kphillips1@acs.ac](mailto:kphillips1@acs.ac)

Clinton High School  
425 Dragon Drive  
Clinton, TN 37716  
Manager: Joyce Brooks  
Phone: 865-457-8321  
Email: [jbrooks@acs.ac](mailto:jbrooks@acs.ac)

Dutch Valley Elementary  
1044 Old Dutch Valley Rd.  
Clinton, TN 37716  
Manager: Louise Elliott  
Phone: 865-457-3944  
Email: [lelliott@acs.ac](mailto:lelliott@acs.ac)

Fairview Elementary School  
6715 Hickory Valley Road  
Heiskell, TN 37754  
Manager: Jessica Green  
Phone: 865-494-8619  
Email: [jgreen@acs.ac](mailto:jgreen@acs.ac)

Grand Oaks Elementary School  
1033 Oliver Springs Highway  
Clinton, TN 37716  
Manager: Melissa Bean  
Phone: 865-435-9893  
Email: [mbean@acs.ac](mailto:mbean@acs.ac)

Lake City Elementary School  
402 Lindsay Street  
Lake City, TN 37769  
Manager: Autumn Huckaby  
Phone: 865-426-2109  
Email: [ahuckaby@acs.ac](mailto:ahuckaby@acs.ac)

Lake City Middle School  
1132 South Main Street  
Lake City, TN 37769  
Manager: Kathy Graham  
Phone: 865-426-0010  
Email: [hseiber@acs.ac](mailto:hseiber@acs.ac)

**Clinch River Community  
School No food or milk  
deliveries**  
Maverick Circle (Behind ACHS)  
Clinton, TN 37716  
Manager: Kim Shetterly  
Phone: 865-457-9494  
Email: [kshetterly@acs.ac](mailto:kshetterly@acs.ac)

Norris Elementary School  
42 East Circle Drive  
Norris, TN 37828  
Manager: Andrea Shaw  
Phone: 865-494-7422  
Email: [ashaw@acs.ac](mailto:ashaw@acs.ac)

Norris Middle School  
5 Norris Square  
Norris, TN 37828  
Manager: Angela Cornett  
Phone: 865-494-2349  
Email: [acornett@acs.ac](mailto:acornett@acs.ac)

Norwood Elementary School  
669 Tri-County Boulevard  
Oliver Springs, TN 37840  
Manager: Kathleen McCloud  
Phone: 865-435-0552  
Email: [kmccloud@acs.ac](mailto:kmccloud@acs.ac)

Norwood Middle School  
655 Tri-County Boulevard  
Oliver Springs, TN 37840  
Manager: Velma Crowley  
Phone: 865-435-6234  
Email: [vcrowley@acs.ac](mailto:vcrowley@acs.ac)

Anderson County PreSchool  
708 N Main Street  
Clinton, TN 37716  
Billed separately than rest of schools  
Debbie Silcox  
Email: [dsilcox@acs.ac](mailto:dsilcox@acs.ac)

Margaret Burrell, [mburrell@acs.ac](mailto:mburrell@acs.ac)  
Director

Shelia Miracle, [smiracle@acs.ac](mailto:smiracle@acs.ac)  
Field Supervisor

Amy Leinart, [amyl@acs.ac](mailto:amyl@acs.ac)  
USDA Manager, Invoices for all  
food

Exhibit 2

1 Delivery per week  
Prefer Thursday



**Anderson County Schools**  
Every Student, Every Day

2021-2022 School Year Calendar

August 4	Student Registration ( <i>Abbreviated Day - No Buses</i> )
August 5	In-service ( <i>NO school for Students</i> )
August 6	In-service ( <i>NO school for Students</i> )
August 9 - 11	Classes begin ~ Staggered Start
September 6	Labor Day ( <i>District Closed</i> )
October 8	In-service ( <i>NO school for Students</i> ) 1 <sup>st</sup> Grading Period Ends (44 days)
October 11-15	Fall Break ( <i>Schools Closed</i> )
November 22-26	Thanksgiving Break ( <i>Schools Closed</i> )
December 17	Semester Ends ( <i>Abbreviated Day - No Buses</i> ) (84 days)
Dec. 20 - 31	Winter Break ( <i>Schools Closed</i> )
January 3	In-service ( <i>NO school for Students</i> )
January 4	Classes Resume
January 17	Martin Luther King Day - In-service ( <i>NO school for Students</i> )
February 21	Presidents' Day ( <i>District Closed</i> )
March 11	3 <sup>rd</sup> Grading Period Ends (47 days)
March 14-18	Spring Break ( <i>Schools Closed</i> )
April 15	Good Friday ( <i>District Closed</i> )
April 18	In-service ( <i>NO school for Students</i> )
May 3	In-service ( <i>NO school for Students</i> )
May 13	Graduation for Clinch River Community School
May 15	Graduation for ACHS & CHS
May 27	Last Day for Students ( <i>Abbreviated Day - No Buses</i> ) (94 days) (178 Year Total)
May 30	Memorial Day ( <i>District Closed</i> )

**Note:** Students are dismissed 90 minutes early each Wednesday

Revised 10.22.2020

**Attachment 1**  
**BID NUMBER: 2121 – Food, Non-Food and Smallwares**

**SECTION 1 - BID INFORMATION**

Acknowledgment of Addenda:  
(Write "Yes" if received)

Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_

**SECTION 2 - VENDOR INFORMATION**

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Contact Person *(Please Print)* \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Taxpayer Identification Number, Social Security or  
Employer Identification Number:  
\_\_\_\_\_

State of Tennessee Business License Number:  
License # \_\_\_\_\_

**I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.**

**Authorizing Signature:**

\_\_\_\_\_  
(Please sign original in blue ink)

Attachment 2

**Non-Collusion Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- 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 in the bid.
- 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 other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- 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.
- 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, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I state that I am (Title) \_\_\_\_\_ of (Name of My Firm) \_\_\_\_\_ 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 to the price(s) and the amount of this bid.

I STATE THAT:

- 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.
- Neither the price(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.
- No attempt has been made or will be 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.
- 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.
- (Name of My Firm) \_\_\_\_\_, its affiliates, subsidiaries, officers, 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 of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_\_  
\_\_\_\_\_

I state that (Name of My Firm) \_\_\_\_\_ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





## DIVERSITY BUSINESS INFORMATION

### Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

**"MINORITY"** means a person who is a citizen or lawful permanent resident of the United States and who is:

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

**"MINORITY BUSINESS ENTERPRISE"** shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**"WOMEN BUSINESS ENTERPRISE"** shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**DIVERSITY BUSINESS INFORMATION  
ANDERSON COUNTY GOVERNMENT**

**NOTE:** This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

**IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED**

**SECTION 6 – DIVERSITY INFORMATION**

**VENDOR/CONTRACTOR NAME:** \_\_\_\_\_

**Type of Company:** (Check One)

( ) Corporation    ( ) Partnership    ( ) Limited Liability    ( ) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes \_\_\_ No \_\_\_

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native \_\_\_\_%
- African American \_\_\_\_%
- Hispanic \_\_\_\_%
- Asian/Pacific Islander \_\_\_\_%
- Other \_\_\_\_% \_\_\_\_\_ (please indicate)

Please name the entity of certification: \_\_\_\_\_

Please provide copy of certification letter or certificate

**I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

**Signature:** \_\_\_\_\_ **OFFICER OF THE COMPANY**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT:**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_,

PERSONALLY APPEARED \_\_\_\_\_, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: \_\_\_\_\_

PRINTED FULL NAME OF NOTARY: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**Attachment 4  
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- |    |                                     |   |   |
|----|-------------------------------------|---|---|
| 1. | <input checked="" type="checkbox"/> | <b>Workers Compensation<br/>Employers Liability</b>   | Statutory limits<br>100,000/100,000/500,000       |
| 2. | <input checked="" type="checkbox"/> | <b>Commercial General Liability</b>   | \$500,000 per occurrence<br>\$1,000,000 aggregate |
|    | <input checked="" type="checkbox"/> | Occurrence Form Only  |   |
|    | <input checked="" type="checkbox"/> | Include Premises Liability  |   |
|    | <input checked="" type="checkbox"/> | Include Contractual   |   |
|    | <input checked="" type="checkbox"/> | Include XCU   |   |
|    | <input checked="" type="checkbox"/> | Include Products and Completed Operations   |   |
|    | <input checked="" type="checkbox"/> | Include Personal Injury   |   |
|    | <input checked="" type="checkbox"/> | Include Independent Contractors   |   |
|    | <input checked="" type="checkbox"/> | Include Vendors Liability   |   |
|    | <input checked="" type="checkbox"/> | Include Professional or E&O Liability   |   |
| 3. | <input type="checkbox"/>            | <b>Business Auto</b>  |   |
|    | <input type="checkbox"/>            | Include Garage Liability  |   |
|    | <input type="checkbox"/>            | Include Garage Keepers Liability  |   |
|    | <input type="checkbox"/>            | Copy of Valid Driver's License  |   |
|    | <input type="checkbox"/>            | Copy of Current Motor Vehicle Record  |   |
|    | <input type="checkbox"/>            | Copy of Current Auto Liability Declarations Page  |   |
| 4. | <input type="checkbox"/>            | <b>Crime Coverages</b>  |   |
|    | <input type="checkbox"/>            | Employee Dishonesty   |   |
|    | <input type="checkbox"/>            | Employee Dishonesty Bond  |   |
| 5. | <input type="checkbox"/>            | <b>Property Coverages</b>   |   |
|    | <input type="checkbox"/>            | Builders Risk   |   |
|    | <input type="checkbox"/>            | Inland Marine   |   |
|    | <input type="checkbox"/>            | Transportation  |   |
| 6. | <input type="checkbox"/>            | Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This <u>MUST</u> be submitted before purchase order issued. |   |

**Certificate Holder Shall Be:** Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

**Bidders Statement and Certification**

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Bid Representative Name (Please Print)

\_\_\_\_\_  
Date

**BACKGROUND CHECK COMPLIANCE FORM****ANDERSON COUNTY GOVERNMENT**

PURCHASING DEPARTMENT  
 100 N. MAIN STREET, ROOM 214 or 218  
 CLINTON, TN 37716  
 (865) 457-6251  
 (865) 457-6252 (Fax)

**BID NUMBER****CONTRACT NUMBER**

**BACKGROUND CHECKS** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

(       )

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date \_\_\_\_\_

(Please Print Clearly)

(Month, Day, Year)

**INTERNAL OFFICE USE ONLY**

Notes \_\_\_\_\_

**Attachment 6 – Sample Contract for Goods**

This Agreement is made on this the DD of MM YYYY, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and XXXXXX (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**Contractor Services.** Contractor agrees to provide XXXXX for the County Per XXXXXXX.

**Standard of Performance.** Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

**Purchase Order.** A Purchase Order must in place before commodities are delivered.

**Contractor Compensation.** Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated by: XXXXXX. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

**Term.** The term of this agreement shall begin on MM/DD/YYYY and shall end on MM/DD/YYYY **with renewal option of XXXXXXX.**

**Release.** Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

**Default.** In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

**No Oral Modification.** No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

**Waiver.** A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

**Entire Agreement.** This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

**Severability.** In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

**Cancellation.** In the event any party materially breeches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

**Termination.** The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

**Exhibits.** Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

## Attachment 6 – Sample Contract for Goods

**Multiple Counterparts: Effectiveness.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed by all the parties.

**Jurisdiction.** Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

**Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

**Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

**Appropriated Funds.** The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

**Payment Terms.** The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

**Delivery.** The County requires delivery of all products to be FOB ("free on board") unless indicated otherwise. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the County of the earliest possible shipping date for acceptance by the County. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury, or destruction shall release Contractor from any obligations hereunder.

**Inspection.** Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

**Warranty.** The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Insurance Requirement.** Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Attachment 6 – Sample Contract for Goods

Uniform Commercial Code. All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

City, State Zip

Contractor/Supplier:

Anderson County Government  
Administrative Approval:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Robert J. Holbrook, Interim Finance Director Date

\_\_\_\_\_  
Printed Name

Anderson County Department Head  
Approval:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

Approved as to Form

\_\_\_\_\_  
Address

\_\_\_\_\_  
Law Director Date

\_\_\_\_\_

## 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 ( ) 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 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

This form is available electronically.

OMB Control No. 0505-0027  
 Expiration Date: 04/30/2022



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048  
 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 C.F.R. §§ 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, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. 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;
- B. 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(S)	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 \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) 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.*

## Attachment 9

### 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 shall 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 C.F.R. 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 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 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 System for Award Management (SAM) 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.