



Robertson County Tennessee  
*Jody Stewart, Finance Director*  
*Finance Department*  
523 South Brown Street, Springfield, TN 37172  
(615) 384-0202 Fax (615) 384-0237

POST DATE: **8/29/2017**

**Ice Cream & Frozen Novelties**

Sealed bids must be received by: **9/25/2017 at 2:00 PM**

Robertson County Finance Office  
523 South Brown Street  
Springfield, TN 37172

**THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1366 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."**

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited. Any brand name called for in the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

For assistance with technical / product information contact Patsi Gregory, Supervisor, School Nutrition Program at 615-384-7280. For assistance with bid procedures contact Cheryl Moon, Robertson County Finance Office at (615) 384-0202 or by email: [cmoon@robcofn.org](mailto:cmoon@robcofn.org).

**Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.**

Robertson County Board of Education  
800 M.S. Couets Boulevard  
Springfield, TN 37172  
August 17, 2017

The scope of this Invitation for Bid includes purchasing and delivering Ice Cream & Frozen Novelties at each of the twenty (20) schools in the Robertson County School District. The district intends to purchase Ice Cream & Frozen Novelties from the most responsible and responsive vendor that will meet the specifications. Bidders are strongly encouraged to enter into purchase agreements with local producers and supply those local products on the school nutrition bid. All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Sanitary Food Transportation Act of 1990.

**ALL ITEMS MUST MEET THE FOLLOWING NUTRITION & INGREDIENT STANDARDS:**

- FIRST INGREDIENT MUST BE A DAIRY PRODUCT
- CONTAIN NO ARTIFICIAL SWEETENERS, INCLUDING SUCRALOSE, AS AN INGREDIENT
- PRODUCT INGREDIENTS AND NUTRITIONAL INFORMATION MUST BE PROVIDED FOR ALL BID ITEMS
- PER SINGLE SERVING CONTAIN:
  - LESS THAN OR EQUAL TO 200 CALORIES
  - LESS THAN OR EQUAL TO 200 MG SODIUM
  - LESS THAN OR EQUAL TO 35% CALORIES FROM FAT
  - LESS THAN 10% CALORIES FROM SATURATED FAT
  - NO TRANS FATS
  - LESS THAN OR EQUAL TO 35% OF WEIGHT FROM SUGAR

Robertson County Board of Education has approximately 11,500 students enrolled. The Robertson County School Nutrition Program served a total of 1,983,598 breakfast and lunch meals in the 2016-2017 School Year.

Robertson County Board of Education is requesting your firm's participation in our bid for the products and services rendered. Robertson County will be awarding a bottom line, all or none, bid. Robertson County is interested in:

1. Selecting suppliers in such a manner as to provide for open and free competition and comparability.
2. Creating strong partnerships with the suppliers of goods and services.
3. Taking advantage of economies of scale to help reduce costs.

Robertson County is truly one bid for services delivered to the locations specified in Exhibit A. The Robertson County School Nutrition Program will be responsible for payment of all purchases and services rendered.

If there are any questions regarding this solicitation, please call Patsi Gregory at (615) 384-7280.

Again, we thank you for your interest and participation in our bid to become a partner for the 2017-2018 School Year.

For purposes of this bid, all references to Robertson County Schools, Robertson County Board of Education, Robertson County, County, Schools, Board, School Nutrition Program, and SNP are interchangeable in this document.

**Authorization to Submit Bid**

For: **Ice Cream & Frozen Novelties**

COMPANY: \_\_\_\_\_

THE UNDERSIGNED HEREBY PROPOSES AND AGREES TO FURNISH AND DELIVER THE GOODS OR SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS, SPECIFICATIONS AND PRICES HEREIN QUOTED.

COMPANY NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE IN INK PRINTED OR TYPEWRITTEN NAME

TITLE/POSITION: \_\_\_\_\_  
REPRESENTATIVE

REPRESENTATIVE EMAIL ADDRESS: \_\_\_\_\_

**BID IS NOT ACCEPTABLE UNLESS SIGNED BY AUTHORIZED OFFICER.**

**DO NOT USE PENCIL – CORRECTIONS MUST BE INITIALED.**

**All forms, General and Specific Bid Conditions must be enclosed in a sealed envelope. The envelope must be identified with the appropriate information as directed in the bid cover page. Bidder’s Company Name, Item Bid, Time of Opening, Date of Opening, Bid Number and include the phrase “Sealed Bid, Do Not Open”.**

**Bids cannot be accepted via fax or any other electronic means.**

ROBERTSON COUNTY BOARD OF EDUCATION  
800 M.S. Couets Boulevard  
Springfield, TN 37172

August 17, 2017

GENERAL BID CONDITIONS

I. BIDS

1. The Board of Education proposes to retain Vendor for purchasing and delivering Ice Cream & Frozen Novelties at specified School Nutrition Program kitchens in Robertson County, Tennessee (Exhibit A).
2. Each bid submitted, must be enclosed in a sealed envelope marked appropriately as directed in the bid cover page.
3. Bid Period for this award will be from November 1, 2017, through October 31, 2018, with the option to renew the bid for four (4) one (1) year periods contingent on the availability of future appropriations.
4. The objective of this invitation to bid is to select one vendor for all of the items requested in this bid. This bid is being requested in this manner to determine the one best supplier to meet the needs of the items requested in this bid document.

The bid award will ensure that Robertson County is included and serviced as set forth in all general and specific bid conditions. The bid shall be awarded based on an “all or nothing” agreement from Robertson County to the most responsible and responsive bidder.

Any additional materials offered by the vendor to be included in the bid submission must be approved by the designated contact person prior to the bid opening. The vendor could be determined as non-responsive if items are presented that attempt to alter the bid conditions in any way, and the vendor could be excluded from the 2018-2019 bid process. It is recommended that no additional written documents be included in the bid packet. Please submit only those items that are requested.

The original document cannot be changed **IN FORMAT OR SERVICES REQUESTED.**

If an error is made in the quoted price, or items are not available after the bids are opened, Robertson County reserves the right to award the contract to the next qualified vendor. If during the bid period, a vendor cannot supply a service, the designated contact person MUST be notified before a substitution is made. Substitutions will not be accepted unless authorized. Any service provided that was not authorized will be at the vendor’s expense and proper credit issued to the school where services were rendered.

Authorization for the bid must be signed by the bidder on the enclosed “Agreement Form” giving the full name and business address of the company. The person signing the bid must state his/her title and, if requested, show proof of his authority to bind his company by bid. Bids and authorizations must be written in ink or typed.

Robertson County reserves the right to accept or reject any and/or all bids in whole, or in part, if it is deemed to be in the best interest of the County.

All bids shall apply to the entire school district. A list of locations is enclosed.

Should a bidder find discrepancies or omissions from the bidding document, or should he/she be in doubt as to their omissions, he/she shall at once request clarification from the contact person listed in the Invitation for Bid document.

Do not include Federal or State sales tax in the bids. If a tax exemption certificate is required, please state it on the bid and the appropriate certificate will be furnished to the successful bidder.

The vendor is required to give a firm bid for the period indicated. No price increases will be allowed.

All bidders will be notified of the official decision by mail prior to the award starting date.

## II. SITE INSPECTION

Bidders shall visit the sites and familiarize themselves with any conditions which may affect performance and bid prices. Submission of a bid will be prima facie evidence that the bidder has made site inspections and is aware of all conditions affecting performance and pricing.

## III. BID RESPONSE AND PRICING

Complete and submit the attached **Bid Response Form** (Exhibit B). This form must be typed or legibly handwritten in ink. Prices provided must be calculated based on the specified items and services. For the purpose of bid evaluation, no substitutions will be allowed. Any changes will result in bidder disqualification.

Bidders must be able to reasonably supply at least 90% of the total number of items to participate in our bid proposal and the top five (5) items of highest usage (or provide an approved alternate). Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered since such volume will depend upon requirements which develop during the contact period.

The Robertson County School System bid award shall be November 1, 2017 through October 31, 2018. Errors discovered after public opening cannot be corrected, and bidder will be bound to honor the bid for the initial contract period if offered.

Price readjustments of bid quotations are not permitted during the initial contract period. In the event an item is not bid, the highest quoted price (from another vendor) will be used for that item in calculating extensions to obtain bottom line pricing totals.

The Board of Education may make such investigations as are deemed necessary to determine the ability of the bidder to provide Ice Cream & Frozen Novelties and the bidder shall furnish all such information and data for this purpose as may be requested. The Board reserves the right to reject any proposal if the evidence submitted by our investigation fails to satisfy the Board that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

#### IV. PRICE ADJUSTMENTS FOR RENEWAL CONTRACTS:

The Vendor must submit to the Director of Schools and the Supervisor of School Nutrition Program on or before July 15 a request for a price adjustment to take effect on November 1. The requested increase must be equal to or less than the determined percentage using the formula below. The Robertson County School System requires appropriate documentation to support the requested price adjustment be available for audit by school officials or their designee. If the requested increase is not within the acceptable price range, the vendor may revisit the bid process. If Robertson County School System determines that it is in the best interest of the School District to renew the contract in subsequent years and not put the contract out for new bids, then the price adjustments will be evaluated as follows:

**Renewal Provision:** The contract may be renewed for up to four additional years (five years total) with price redeterminations. The vendor must petition for price redetermination (price increases) by July 15 of each year for consideration in the next contract period:

- July 15, 2018 – for contract period of November 1, 2018 – October 31, 2019
- July 15, 2019 – for contract period of November 1, 2019 – October 31, 2020
- July 15, 2020 – for contract period of November 1, 2020 – October 31, 2021
- July 25, 2021 – for contract period of November 1, 2021 – October 31, 2022

Price-redeterminations are only allowed annually at the time of contract renewal. The Bureau of Labor, *Produced Price Index for Commodity Data Finished Consumer Foods* will be the comparison index that will be used for price-redeterminations. Since the indexes are subject to revision after originally published, the original base comparison month will be the prior November. For example, July 15, 2018, petitioned request will be measured on the April 2017, index. All re-calculation dates will begin at that point using the following formula: The base Index at the time of renewal (April) divided by the Index at the time of award (November).

In the event there is an uncustomary drop in the market price of any item or items covered by the contract, the SNP reserves the right to request a voluntary reduction in pricing by the vendor/ supplier. Should the vendor refuse or fail to notify the SNP of a decrease in market prices, the SNP reserves the right to enter into price negotiations with other vendors. However, no agreement will be made with an alternate supplier that does not provide a price lower than the price listed by the contract with the primary supplier, and the reduction must be equal to or less than the reduction in market price.

SNP reserves the right to add/or delete products during the contract period. Pricing for added products will be based on a comparison of pricing offered by vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. New product pricing will be obtained by soliciting firm quotes via phone, email, or fax. Prices on quoted items will be considered part of the bid and will be subject to the same intervals and conditions as listed regarding price increase/decrease.

## V. TERMS AND CONDITIONS OF PAYMENT

### ORDERS

Each cafeteria manager will order ice cream needed for her/ his school using a prior approved requisition form or placed online (vendor will be responsible for training School Nutrition Personnel) if this service is available. No orders will be placed directly with sales/delivery persons. Pre-numbered purchase orders with firm fixed prices will be used after formal bidding award. Only purchases made with SNP purchase orders are allowed on School Nutrition Program accounts.

### DELIVERY

- Deliveries shall be made to each of the twenty (20) school cafeterias between 6:00 a.m. and 1:30 p.m. Exceptions to this time frame must be approved on a case by case basis ensuring adequate supply of product at all times. If deliveries are necessary during serving time, SNP Manager or designee MUST be available for signing invoice and verification of order.
- The days of delivery each week will be established by mutual agreement between the SNP and the vendor representative.
- Delivery schedules will be altered to meet holiday and inclement weather schedules. Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and the successful contractor.
- 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.
- Products must be delivered inside the cafeteria/ food preparation area. The manager or designee will check the items delivered against the requisition/ purchase order and invoice at the time of delivery with the manager/ designee and the driver signing the appropriate forms for shortages and errors, and/ or obviously damaged goods.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- The SNP 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 SNP reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition, and suitable for hauling of all items.
- Brand, grade, or pack substitutions may be refused unless specific authorization is secured in advance from the SNP Supervisor or designee.

A copy of the school calendar is attached to this document as Exhibit C which includes a holiday and break schedule.

**VI. INVOICES / STATEMENTS REQUIRED FOR PAYMENT**

All monthly statements are to be issued to include and end with the cut-off date which will be the last day of the month. Two (2) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee, show purchase order number, quantity, price of each item delivered and total amount of the order. Unsigned invoices will not be paid. If an item must be returned or rejected, the invoice must be signed by the manager or designee and the person delivering.

At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to School Nutrition Program, 800 M.S. Couets Boulevard, Suite 1, Springfield, TN 37172. Invoices will be balanced with the statement and processed for payment. Statement must include any credits issued during the month. All schools serviced under this contract are tax exempt.

**VII. SELECTION OF VENDOR**

Robertson County will award the bid to the most responsive and responsible vendor based on the **LOWEST prices. After meeting all general and specific bid conditions as a qualified vendor, PRICE is the sole determination for the award of the bid.**

**VIII. PROTEST**

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Jody Stewart, Robertson County Finance Director, hearing official, no later than ten (10) days from the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition Office and the Director of Schools. The steps for dispute resolution are as follows:

1. A meeting with the Director of Schools, School Nutrition Program Supervisor, the hearing official and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he/she has a right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. In the event that purchases must be made for the district before a final decision is rendered, the emergency purchase procedures established by the district will be used.

**IX. VENDOR PERFORMANCE & RESPONSIBILITIES**

The Vendor shall be an independent contractor and shall retain control over its employees and agents. The Vendor shall be responsible for the safety of their employees. Protective clothing and equipment shall be used when required. OSHA standards shall be expected and enforced at all times.



The Vendor shall provide employees and agents servicing this contract with clearly visible identification, which includes the employee's name, a clear image of the employee's face, and the Company's name.

The execution of services shall be conducted in such a manner as to avoid creating any nuisance for the facility, staff or students.

Vendor shall provide sufficient and qualified managers to supervise performance of the service. The Vendor shall be responsible for any claims, liabilities and expenses related to or arising out of its responsibilities set forth herein. Any contractor found to be using workers who are in the U.S. illegally shall be in violation of this contract.

Vendors with a poor performance history will be notified at the time of such performance and will be given an opportunity to correct any problems. Documentation will be kept on file. Any vendor with continued poor performance during the contract period will be removed from the potential vendor list for one bid period.

Any one and/or a combination of the following penalties will result from the vendor's failure to perform according to contract:

1. Termination of contract
2. Suspension from future bidding (for one bid period)
3. Legal action and civil penalties

#### **X. INSURANCE & LICENSES**

Successful Vendor shall have all applicable licensure in good standing to own, operate and provide services in the State of Tennessee and Robertson County. During the term of the Agreement, Vendor shall maintain for protection of the Board of Education and Vendor, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than One Million Dollars (\$1,000,000) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering the operations and activities of the Vendor under this Agreement and shall provide the Board of Education with a certificate evidencing such policies.

The liability insurance coverage shall be considered as primary and not as excess insurance. Robertson County shall be named "Additional Insured" under Vendor's policies of insurance to the extent the County is indemnified pursuant to this Agreement. The insurance policies shall contain covenants by the issuing carrier(s) and shall provide thirty-day written notice to the County by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. All Policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. Failure to name Robertson County to the carrier for notification of the listed changes described above will result in the termination of the contract.

In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored. If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the contractor to furnish the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in coverage.

The minimum insurance coverage requirements are:

- A. Workers' Compensation Insurance - with a minimum limit of \$1,000,000.00 each occurrence. No exceptions.
- B. General Liability in a comprehensive form with a minimum limit of \$1,000,000.00 C.S.L. and 2,000,000.00 general aggregate.
- C. Umbrella Liability in a comprehensive form with a minimum limit of \$10,000,000.00
- D. Motor Vehicle Liability in a comprehensive form with a minimum limit of \$1,000,000.00 C.S.L. with excess covered under the General Liability Insurance policy.

#### **XI. INDEMNIFY AND SAVE HARMLESS**

Vendor shall indemnify and save harmless the Robertson County Board of Education, individual Board members, officers, and employees against any and all claims, actions, demands, costs, damages, losses or expenses of any kind whatsoever, in whole or part, resulting from or connected with any acts under this Agreement or from the omission or commission of any act, lawful or unlawful, by Vendor, its agents and/or employees, including, but not limited to, court costs and attorney's fees incurred by Robertson County in connection with the defense of said matters. The County shall not in any event be liable in damages for business loss or other incidental or consequential damages of whatever kind or nature, regardless of the cause of such damage, and Vendor, and anyone claiming by or through it, expressly waives all claims to such damages.

The Agreement may not be assigned by either party without the written consent of the other.

Vendor is and remains responsible at all times for the performance of the Agreement and cannot subcontract any part of the Agreement without the express written approval of the Robertson County Board of Education. In the event that the Board of Education consents to Vendor's request to subcontract a part of the Agreement, Vendor shall accept all liability and remain responsible for the performance of all Services under the Agreement.

Neither Vendor nor the Board of Education shall be liable for failure to perform its respective obligations hereunder when such failure arises out of fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes. Any party experiencing such an event shall give as prompt notice as possible under the circumstances and such protection from liability shall last only for the duration of the event of such force majeure.

In the event such force majeure necessitates cancellation of Vendor's performance of the Services, in whole or in part, and an alternate date(s) cannot be agreed upon by the parties, the Board of Education will be under no obligation to compensate the Vendor for Services not performed. If such force majeure makes performance of the Services impossible, ineffective, or impractical, the Board of Education shall have the option of terminating the Agreement immediately without penalty or further expense.

**XII. BREACH**

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

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

**XIII. SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH**

Upon the occurrence of any event of breach, the School System may take any one, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School System(s) determines that the Vendor has cured the breach, shall never be paid to the Vendor;
3. Set off against any other obligation the School System(s) may owe to the Vendor any damages the School System(s) suffers by reason of any event of breach;
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

**XIV. TERMINATION FOR CAUSE**

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

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

**XV. TERMINATION FOR CONVENIENCE**

This agreement can be terminated by either party with a ninety (90) day written notice.

In the event the contract is terminated for convenience by the County, the County shall have the option of awarding the contract to the next lowest bidder or bidding again.

**XVI. RECORD RETENTION**

All vendors are required to keep books, records, and other documents for three (3) years after the Robertson County Schools makes final payments and all other pending matters are closed. Vendors must agree that the School Food Authority, the Board of Education, the State Agency, the United States Department of Agriculture, or Comptroller General may review any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts.

**XVII. REGULATION COMPLIANCE**

The Vendor shall certify compliance with all applicable, laws, ordinances, rules and regulations relating to the Services operation and shall obtain all required licenses and permits, including but not limited to the following:

1. **Executive Order 11246 “Equal Employment Opportunity”**. Applies to all contracts in excess of \$10,000 by grantees and their contractors or sub grantees shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 (October 13, 1967) and Department of Labor Regulations (41 CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State’s Department of Labor.
2. **Clean Air and Clean Water Acts**. Applies to contracts and subcontracts in excess of \$100,000. Contractors must certify compliance with the applicable provisions of the Clean Air Act; The Clean Water Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.
3. **Energy Policy and Conservation Act**. Applies to all contracts. Contracts must contain the appropriate mandatory standards and policies relating to energy efficiency are contained in the State’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL94-163,89 Statute 871) (PL94-165).
4. **Encouraging Small and Minority Owned Businesses**. To encourage business activity and ensure maximum full and open completion, efforts must be taken to solicit participation by minority firms, women’s business enterprise, labor surplus area businesses, and minority owned businesses in procurements.
5. **CFR Part 3018, Restrictions on Lobbying**. Applies to contracts and renewals in excess of \$100,000. Contractors must comply with the certification and reporting requirements of 7 CFR 3018.
6. **7 CFR Part 3017, Suspension and Debarment**. Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential contractor must certify eligibility by signing the included form.
7. **7 CFR 3016.60(b), Drafting of Bid Specifications**. Requires that any person that develops or drafts specifications, requirements, statement of work, invitations for bid, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.

8. **7 CFR 3016.4(b), 3016.36(c), Local Geographical Preferences.** Local geographical preferences shall be prohibited as specified in 7CFR Part 3016, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
9. **Robertson County, Tennessee Letter of Compliance.** Pursuant to T.C.A. § 49-5-413 and applicable to Robertson County School projects only.
10. **Robertson County, Tennessee Non-Collusion Affidavit.**
11. **Drug Free Workplace Affidavit.** Pursuant to T.C.A. § 50-9-113.
12. **Buy American.** Bidders must comply with the "Buy American" provision as in Policy memorandum 210.21-14.

**Buy American Requirement.** The "Buy American Requirement" requires that schools and institutions participating in the National School Lunch Program (NSLP) in the United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note that this rule applies to "Private Labels" as well as other labels. The legislation defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. SNP requires vendor to complete Buy American Certificate (enclosed), and update/submit with every bid renewal.

## **XVIII. CODE OF CONDUCT**

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

1. No employee, officer or agent of named School District shall participate in the selection or in the award or administration of a contract if a conflict of interest, really or apparent, would be involved.
2. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award.
  - (A) The employee, officer or agent.
  - (B) Any member of the immediate family.
  - (C) His or her partner.
  - (D) An organization which employs or is about to employ the above.
3. The Robertson County Board of Education employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
4. Penalties for violation of the code of conduct should be:
  - (A) Reprimand by the Board of Education.
  - (B) Dismissal by the Board of Education.

- (C) Any legal action necessary.
- 5. The removal of any food, supplies, equipment, or school property is prohibited. The purchase of any food or service from a contractor for individual use is prohibited using school bid prices.

**XIX. REQUIRED FORMS:**

The included forms that **must** be returned as part of the SEALED BID package to the Robertson County Finance Department, Attn: Cheryl Moon, Purchasing Agent, are:

- (A) Equal Opportunity Employee Act of 1975 Certificate
- (B) Certification Regarding Debarment
- (C) Certification Regarding Lobbying
- (D) Contract Agreement Form
- (E) Vendor Guarantees
- (F) Non-Collusion Affidavit
- (G) Certification of Independent Price Determination
- (H) Drug-Free Workplace Affidavit
- (I) Letter of Compliance
- (J) Buy American Certification
- (K) Authorized Bid Response Exhibit B
- (L) Authorization to Submit Bid

### School Nutrition Civil Rights 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, disability, age, 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: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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).

This institution is an equal opportunity provider.

**EQUAL OPPORTUNITY EMPLOYEE ACT OF 1975**

The Robertson County Public School District is in firm support of the provisions of the Equal Opportunity Act of 1975. We, therefore, must be assured by the successful manufacturer in this bid that he/she is an equal opportunity employer according to the provisions of the act. We, therefore, require the following certification by each successful bidder as part of the contract documents:

**CERTIFICATE**

I/We hereby certify that the \_\_\_\_\_

\_\_\_\_\_

is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1975.

\_\_\_\_\_  
Owner or Officer of Firm Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



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

**(Before completing certification, read instructions)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statement in this Certification, such prospective participant shall attach an explanation to this proposal.

---

Organization

Name Bid Number

---

Name(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

Date

**Instructions for Certification**

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

Item (B)

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

**7 CFR – CHAPTER XXX – PART 3018**

[View Part](#)

**Appendix A to Part 3018 – Certification Regarding Lobbying  
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Item (C)

CERTIFICATION REGARDING LOBBYING

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

---

FNS Grant/Cooperative Agreement

---

Name/Address of Organization

---

Name/Title of Submitting Official

---

Signature

Item (C)

ROBERTSON COUNTY SCHOOL BOARD OF EDUCATION  
CONTRACT AGREEMENT

The undersigned agrees to furnish Ice Cream & Frozen Novelties at the prices submitted herein as per stated specifications of this IFB if awarded the bid contract. We affirm that no Robertson County Board Member or Employee will receive a gift or other things of value as a result of this order.

Company Name : \_\_\_\_\_

Company Street Address: \_\_\_\_\_

Company Mailing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer or Agent Signature

\_\_\_\_\_  
Date

Printed Name and Title: \_\_\_\_\_

Email address: \_\_\_\_\_

**Robertson County Board of Education  
800 M.S. Coutts Boulevard  
Springfield, TN 37172**

**VENDOR GUARANTEES, WARRANTIES, ETC.**

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

---

BID NUMBER & RECEIPT DATE OF BID	COMPANY NAME
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VENDOR REPRESENTATIVE SIGNATURE (MUST BE SIGNED)	REPRESENTATIVE TITLE
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STATE/BUSINESS LICENSE NUMBER	LICENSE EXPIRATION DATE
-------------------------------	-------------------------

**Item (E)**

**Robertson County, Tennessee  
NON-COLLUSION AFFIDAVIT**

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

---

**Authorized Signature, Title (Owner/ Corporate Officer)**

**Date**

**Printed Name:** \_\_\_\_\_

---

**Company Name**

---

**Mailing Address**

---

**Telephone No.**

**Fax No.**

**Certificate of Independent Price Determination**

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each part thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) no attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, and offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

- (1) He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and he or she has not participated, and will not participate, in any action contrary to (A)(3) above; or
- (2) he or she is not the person in other offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such person have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3).

---

Signature of Vendor’s Authorized Representative

---

Title

Date

In accepting this offer, the sponsor certifies that the sponsor’s officers, employees or agents have not taken any action which may jeopardized the independence of the offer referred to above.

---

Signature of Vendor’s Authorized Representative

Item (G)

**DRUG-FREE WORKPLACE AFFIDAVIT**

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Robertson County, Tennessee government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. § 50-9-113.

---

Authorized Signature, Title (Owner/ Corporate Officer) Date

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

---

Company Name

---

Mailing Address

---

Telephone No. Fax No.

Witness signature : \_\_\_\_\_ Date: \_\_\_\_\_

Witness printed name: \_\_\_\_\_



**Robertson County, Tennessee  
Letter of Compliance**

Successful bidder must comply with and provide this Letter of Compliance.

Amendments to the Tennessee Code Annotated Section 49-5-413 require employers doing business with the Robertson County Board of Education to have their employees' criminal history records checked. No employer or employee shall come in direct contact with school children, children in a childcare program, and/or enter the grounds of a school or childcare center operated by the Robertson County Board of Education when children are present without this compliance letter on file.

---

Authorized Signature, Title (Owner/ Corporate Officer)

Date

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

---

Company Name

---

Mailing Address

---

Telephone No.

Fax No.

## 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 specified item	Price of alternative item
	Limited or lack of availability	Price			

In all cases, the school food authority 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.

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*

## EXHIBIT A

## Robertson County Cafeteria Properties

Location	Manager	Address		Phone
School Nutrition	Patsi Gregory	802 MS Coutts Blvd	Springfield, TN 37172	615-384-7280
Bransford Elementary	Stephanie Clinard	700 Bransford Drive	Springfield, TN 37172	615-384-0243
Cheatham Park Elementary	Robert Swieder, Interim	301 Locust Street	Springfield, TN 37172	615-384-0244
Coopertown Elementary	Lisa Baker	3746 Highway 49 West	Springfield, TN 37172	615-384-3509
Coopertown Middle	Misty Hayes	3820 Highway 49 West	Springfield, TN 37172	615-382-0697
Crestview Elementary	Debbie Bridges	1160 Jaden Gaven Drive	Springfield, TN 37172	615-384-3106
East Robertson Elementary	Frances Rayburn	5177 East Robertson Rd	Cross Plains, TN 37049	615-654-4725
East Robertson High	Sue Ryan	158 Kilgore Trace	Cross Plains, TN 37049	615-654-4727
Greenbrier Elementary	Robin Humphrey	2658 Highway 41 South	Greenbrier, TN 37073	615-643-2827
Greenbrier High	Elizabeth Jones	126 Cuniff Drive	Greenbrier, TN 37073	615-643-5043
Greenbrier Middle	Krystal Ray	2450 Highway 41 South	Greenbrier, TN 37073	615-643-1555
Jo Byrns Elementary	Denise McCroy	6399 Hwy 41 North	Cedar Hill, TN 37032	615-696-2973
Jo Byrns High	Tisha Martin	7025 Highway 41 North	Cedar Hill, TN 37032	615-696-3073
Krisle Elementary	Tammy Bush	6712 Highway 49 East	Springfield, TN 37172	615-382-8051
Robert Woodall Elementary	Laura Jones	300 Eden Way	White House, TN 37188	615-672.8931
Springfield High	Penny Washington	5240 Highway 76 East	Springfield, TN 37172	615-382-3111
Springfield Middle	Carria Woodburn	715 5th Avenue West	Springfield, TN 37172	615-384-9761
Wautaga Elementary	Kelly Neese	1755 Lake Road	Ridgetop, TN 37152	615-859-2694
Westside Elementary	Joy Spain	309 Alsup Drive	Springfield, TN 37172	615-382-2327
WH Heritage Elementary	Misty Settles	220 West Drive	White House, TN 37188	615-672-4684
WH Heritage High	Pam Broadway	7744 Hwy 76 East	White House, TN 37188	615-672-3736

**BID RESPONSE FOR ITB #1366 ICE CREAM & FROZEN NOVELTIES – EXHIBIT ‘B’**

Pricing must be firm for the contract period. Pricing must include any fuel surcharges, fees, misc. charges, etc. which contributes to the total expense charged to Robertson County. Prices effective July 1, 2017 through June 30, 2018.

VENDOR #	ITEM DESCRIPTION	EST. USAGE	PACK SIZE	UNIT PRICE	FIXED FEE	EXTENDED PRICE
	<b>ICE CREAM CUP</b> – CHOCOLATE - MINIMUM 4 FL OZ ICE CREAM IN INSULATED CONTAINER WITH WOODEN SPOON	480				
	<b>ICE CREAM CUP</b> – VANILLA – MINIMUM 4 FL OZ ICE CREAM IN INSULATED CONTAINER WITH WOODEN SPOON	375				
	<b>ICE CREAM CUP</b> – STRAWBERRY – MINIMUM 4 FL OZ ICE CREAM IN INSULATED CONTAINER WITH WOODEN SPOON	130				
	<b>FUDGE STICK</b> – CHOCOLATE FUDGE – FROZEN DAIRY BAR ON STICK; MINIMUM 1.75 FL OZ	175				
	<b>FUDGE BAR</b> – CHOCOLATE FUDGE – FROZEN DAIRY BAR ON STICK; MINIMUM 2.5 FL OZ	170				
	<b>ICE CREAM SANDWICH</b> – VANILLA ICE CREAM BETWEEN TWO CHOCOLATE WAFERS	225				
	<b>ICE CREAM BAR</b> – STRAWBERRY SHORTCAKE – FROZEN DAIRY DESSERT WITH STRAWBERRY FLAVORED CENTER AND CRUNCH COATING ON A STICK	75				
	<b>ICE CREAM BAR</b> – CHOCOLATE SHORTCAKE –FROZEN DAIRY DESSERT WITH CHOCOLATE COOKIE PIECES ON A STICK	75				
	<b>ICE CREAM BAR</b> – COTTON CANDY FLAVOR – FROZEN DAIRY DESSERT ON STICK	150				
	<b>ICE CREAM BAR</b> – SOUR SWELL CHERRY OR COMPARABLE SOUR FRUIT FLAVORED BAR (CHERRY OR BLUE RASPBERRY PREFERRED)	130				
	<b>ICE CREAM CONE</b> – VANILLA AND CHOCOLATE – FROZEN DAIRY DESSERT ON ICE CREAM CONE	100				
	<b>ORANGE CREAM BAR</b> – NATURALLY & ARTIFICIALLY FLAVORED ORANGE AND VANILLA LOWFAT FROZEN DAIRY DESSERT ON STICK	150				
	<b>RAINBOW PUSH – UP</b> – NATURALLY & ARTIFICIALLY FLAVORED CHERRY, BLUE RASPBERRY AND ORANGE LOWFAT FROZEN DAIRY DESSERT IN TUBE ON STICK	160				
	<b>WG CONE WITH ICE CREAM AND WG COOKIE CRUMBLES</b> – LOW FAT FROZEN DAIRY DESSERT ON WHOLE GRAIN CONE.	170				
	<b>ICE CREAM SANDWICH</b> – LOW FAT CHOCOLATE ICE CREAM WITH COOKIE PIECES BETWEEN TWO CHOCOLATE WAFERS	500				

IN ADDITION, ALL ITEMS MUST MEET THE FOLLOWING NUTRITION & INGREDIENT STANDARDS:

- FIRST INGREDIENT MUST BE A DAIRY PRODUCT
- CONTAIN NO ARTIFICIAL SWEETENERS, INCLUDING SUCRALOSE, AS AN INGREDIENT
- PRODUCT INGREDIENTS AND NUTRITIONAL INFORMATION MUST BE PROVIDED FOR ALL BID ITEMS
- PER SINGLE SERVING CONTAIN:
  - LESS THAN OR EQUAL TO 200 CALORIES
  - LESS THAN OR EQUAL TO 200 MG SODIUM
  - LESS THAN OR EQUAL TO 35% CALORIES FROM FAT
  - LESS THAN 10% CALORIES FROM SATURATED FAT
  - NO TRANS FATS
  - LESS THAN OR EQUAL TO 35% OF WEIGHT FROM SUGAR

If Ice Cream Freezers and displays are not included at no cost, please include pricing for the following sizes:

Approx Size 4-7 cu. ft. freezer, annual fee including all maintenance by vendor: \_\_\_\_\_

Approx Size 11.5-14 cu. ft. freezer, annual fee including all maintenance by vendor: \_\_\_\_\_

Authorized Signature, Title (Owner / Corporate Officer):

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address: \_\_\_\_\_

# Robertson County Schools 2017-18 Calendar

Revised 7/10/2017

## AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## NOVEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## DECEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2: Admin Day  
– No Students  
3: ½ Student Day  
4: PD Day (6 hours)  
– No Students  
7: Full Student Day  
21: Schools Closed

4: Labor Day  
– Schools Closed  
18-19: Professional  
Development  
/Parent-  
Teacher  
Conferences  
(PD 12-3p,  
PTC 4-8p)  
– No Students

9-13: Fall Break  
– Schools Closed  
31: Early Release  
– ½ Day for Students

20-24: Thanksgiving  
– Schools Closed  
27-30: EOC Testing

1-15: State Testing  
4: Early Release  
– ½ Day for Students  
20: ½ Day for  
Schools  
21-29: Winter Break  
– Schools Closed

## JANUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1-3: Winter Break  
– Schools Closed  
12: PD Day (6 hours)  
– No Students  
15: MLK, Jr. Day  
– Schools Closed

## FEBRUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

16: Early Release  
– ½ Day for Students  
19: Presidents' Day  
– Schools Closed

## MARCH

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12-16: Spring Break  
– Schools Closed  
29: Early Release  
– ½ Day for Students  
30: Good Friday  
– Schools Closed

## APRIL

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2: System Holiday  
– Schools Closed  
16-30: State Testing

## MAY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1-4: State Testing  
21-25: 6 Admin Hours  
for teachers after  
school  
25: Report Card Day  
– ½ Day for Schools  
28: Memorial Day

July 24-28: Registration & Residency Verification – All Students

\*Includes 18 hours of PD \*1 stockpiled day used for Parent Conferences; 2 used for Early Release Days; 1 for eclipse; 9 remaining

Admin Days Professional Development Days System Holiday Progress Reports/Report Cards Abbreviated Days (½ Days)

Q1 Q2 Q3 Q4