

REELFOOT AREA CONSORTIUM SCHOOL NUTRITION PROGRAM

INVITATION TO BID

FRESH PRODUCE BID

COST PLUS FIXED FEE

GENERAL

The Reelfoot Area Consortium requests price quotes to be submitted on individual items specified on the attached sheets. All items should be priced according to the pricing structure contained in this document. All of the items are to be purchased by and used in the School Nutrition Program.

This consortium is a consolidated bidding arrangement between the Boards of Education of the Dyer County, Dyersburg City, Lake County, Obion County and Union City School Systems. The districts' enrollments total approximately 12,000 students from 22 schools: i.e., Dyer County - 8, Dyersburg City - 4, Lake County - 3, Obion County - 7, and Union City - 3.

The objective of this invitation to bid is to select one primary produce supplier for all fresh and pre-cut fruits and vegetables as requested in this cost plus fixed-fee bid. This bid is being requested to select the supplier in such a manner as to provide for open and free competition and comparability.

The Reelfoot Area Consortium agrees to use the designated contract distributor as the primary source for fresh produce items and services as listed herein as well as for comparable substitutes. The district may have the opportunity to take advantage of special purchases/deliveries from other sources such as the Department of Defense (DOD) produce program or locally grown produce. Section 9 (j) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(j)) is amended to encourage schools to purchase locally produced foods, to the maximum extent practicable and appropriate. The law allows schools to use geographical preference for the procurement of locally produced foods. This agreement does not prohibit the district from making such purchases. These purchases may be made by school or district wide. 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 under the best possible sanitary conditions in accordance with local and State of Tennessee laws and Health regulations, and following the federal regulations in the Sanitary Food Transportation Act of 1990.

BID PERIOD

The bid period begins July 1, 2011 and ends June 30, 2012.

The Reelfoot Area Consortium will receive sealed bids delivered to the Union City Board of Education, 408 South Depot, Union City, TN 38261 by 9:00 a.m. June 10, 2011. The sealed bids will be publicly opened promptly at that time, in the office of the School Nutrition Director.

Postmark on the Bid by this date will not suffice. Bid must be received on/or before the date and time stated. Faxed bid documents will not be accepted.

VENDOR QUALIFICATION

Potential bidders must meet the following criteria.

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions
- Demonstrate successful past performance

A potential bidder may be rejected for one or more of the following reasons:

- Inadequate or unacceptable product
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate truck fleets to handle predicted volume of goods
- Inadequate sanitation
- Documented unacceptable product

BID AWARD

Bids are to be opened at the Union City Board of Education, 408 South Depot, Union City, TN 38261 at 9:00 a.m. on June 10, 2011. Only the bottom line total figure will be read at the bid opening. Bids will also be examined for compliance with specifications and conditions outlined in the Bid document.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The contract will be awarded in writing to the responsive and responsible bidder whose bid is the lowest bottom line cost. It is the intent of the Reelfoot Area Consortium to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the School Nutrition Program. Regardless of the procurement method used, price is the final determining factor for awarding the contract.

The Reelfoot Area Consortium reserves the right to accept or reject any or all bids. The Reelfoot Area Consortium will be responsible for the award of the bid. All bidders will be notified in writing of the bid award within 15 days of the bid opening.

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 within 10 days after the published award. The Reelfoot Area

Consortium will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution are as follows:

1. A written complaint with the itemized grievances stated must be submitted to any member of the Reelfoot Area Consortium within ten days of the bid award.
2. The Reelfoot Area Consortium members will review the stated grievances and respond in writing within 10 days of the receipt of the complaint.
3. If an agreement cannot be reached that is satisfactory for both parties, a hearing date will be scheduled with the Reelfoot Area Consortium members participating in the bid, and representatives from the disputing party to discuss and resolve the complaint.
4. 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 has a right to an additional review.
5. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
6. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the LEAs will be used.

BID RENEWAL

The Reelfoot Area Consortium reserves the right to renew all aspects of the bid one year at a time for an additional two (2) years, upon the mutual agreement of both parties. The fixed fee shall remain the same for each renewal. The Reelfoot Area Consortium 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 the vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. The Reelfoot Area Consortium will notify the contractor of their intention to renew this contract no later than April 1, 2012. A written response will be due from the contractor no later than April 15, 2012.

BID PREPARATION

Attached is the bid form that you should use to submit your bid. If you choose to use computer sheets the items are to be listed in the same order as our bid form. Each supplier should bid on all items on the bid document. This is a **cost plus fixed fee BID**. Your bid should reflect the price for fresh and pre-cut produce that you would be selling to The Reelfoot Area Consortium for the week of May 30 – June 3, 2011. The bid prices contained in your initial bid submission are considered “firm” for one (1) week. The selling prices quoted should be bottom line vendor cost plus fixed fee. **The fixed fee shall remain the same throughout the bid period.**

If you have items in your purchase catalog that are not listed individually on the bid form, include these items to indicate the variety you have available. The Reelfoot Area Consortium recognizes that all of these items will not be available at all times during the year due to seasonal availability and would not expect any distributor to have every seasonal item in stock year round.

Total bottom line cost will be determined by multiplying each total unit cost (total vendor cost plus fixed fee) times the estimated usage figure and adding the extended dollar figures. In the event a vendor fails to quote a price on an item, the highest price for that item from all bids received will be inserted to calculate the bottom line price. The bidder will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

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 contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. For new/never used item's estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase.

All columns of the bid document 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.

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, they shall at once request clarification from any Reelfoot Area Consortium member .

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by June 3, 2010, to Reelfoot Area Consortium. Item cost must include delivery to schools.

Errors discovered after public opening cannot be corrected and bidder will be bound to honor the bid as submitted. If items are not available after the bids are opened, the SNP reserves the right to award the contract to the next qualified Vendor. If during the bid period, a Vendor cannot supply an item, the School Nutrition Director/designee must be notified before a substitution is made. Substitutions may not be accepted unless authorized by the School Nutrition Supervisor. Any items delivered that were not authorized by the School Nutrition Supervisor may have to be picked up at the Vendor's expense and proper credit issued to the school or schools where deliveries were made. In the event a critical item is not received, it may be purchased from another source

The bid document, contract agreement, debarment/suspension certification statement, certificate of lobbying, and Buy American waiver form must be filled out and signed. All original forms must be signed in ink by a person with authority to bind the bid. The Bid must be sealed in an envelope that is labeled **"Produce BID for the Reelfoot Area Consortium School Nutrition Departments"** along with the opening date.

All bids shall be in accordance with the instructions to bidders and specification as attached. Specifications are intended to be open and non-restrictive.

The sealed bid must then be mailed or delivered to the Union City Board of Education, 408 South Depot, Union City, TN 38261.

SAMPLES AND QUALITY

Vendors may be required to submit samples of the items bid. Samples requested will be marked on the bid sheet or requested by the Reelfoot Area Consortium. Samples are to be sent to the school or office designated by the Reelfoot Area Consortium and marked "Sample". The samples will be used to help determine selection of items if so requested and will be paid for by the Reelfoot Area Consortium after an invoice has been presented and then processed for payment.

QUALITY: All produce items shall be of the quality standards as listed below unless otherwise noted:

Fresh Fruits: U.S. Grade "A" or U.S. Fancy

Fresh Vegetables: U.S. Grade "A" or U.S. Fancy

All Pre-cut produce should have a minimum of a seven (7) day shelf life remaining upon receipt at the school facility.

ORDERS

No single minimum quantity will be allowed; quantities needed may vary. Quantities given on the bid quotation are estimates for the bid period. While it is the intention of the Boards of Education to purchase all items listed, the right is reserved to omit any item necessary to bring the total cost within budget provisions or to adjust for receipt of USDA commodities

Pre-numbered purchase orders from firm fixed prices shall be issued to the vendor from the Board of Education Central Offices for every purchase. The purchase order number must appear on all invoices submitted for payment.

Pre-printed order forms shall be furnished by contract supplier for recording and transmitting orders. These forms will be listed in the same order as on Bid Product Identification and shall include a list of awarded items in the same order as on bid, pack size, code number, brand, price per unit, space for ordering units and for extended cost for each item ordered. Two copies per school per week will be required for the duration of the bid period. Order forms shall be delivered to the supervisors and should arrive at the Supervisor's offices

according to the schedule set forth in this bid document. The vendor shall provide training for online ordering if online ordering is available.

Written orders will be picked up weekly by the vendor or his representative in the School Nutrition Supervisor's office or submitted on line weekly. A time will be established when it is mutually agreeable and convenient for all parties involved. When orders can't be placed on line due to problems, vendors must accept a faxed or phone order.

NO COMPANY REPRESENTATIVE WILL CALL ON ANY OF THE SCHOOL NUTRITION MANAGERS unless specifically requested to do so by the School Nutrition Supervisor.

PRICE ADJUSTMENTS

The bid prices contained in your initial bid submission are considered "firm" for one (1) week, and those prices may be adjusted weekly to accurately reflect the changes in the Vendor invoice costs. Every ~~Insert Day~~ Friday before 9 am, the Contractor shall fax the five district's central office a copy of the price list that will be in effect for the following week. Attached is the list of school system addresses and fax numbers. The successful Contractor will be able to adjust prices upward or downward to reflect their invoice costs on a weekly basis. The Reelfoot Area Consortium requires appropriate documentation to support the price adjustment be available for audit by school system officials or their designee. At no time shall the requested price adjustment reflect an increase in the fixed fee. All revised prices must be held firm for one week.

Reelfoot Area Consortium authorizes a fixed fee charge for all non-firm low volume bid items. The product cost plus the fixed fee is based on the current landed cost at the distributors warehouse and is determined by the purchase price FOB from a packing plant and freight charges of an item at the time the item is ordered by the consortium. All items ordered and received by the consortium are subject to an audit. See Audit Procedures section for more information.

0 to \$10 -- \$1.00

10.01 to \$20 -- \$1.50

20.01 to \$30 -- \$1.60

30.01 to \$40 -- \$1.70

40.01 and up -- \$1.75 and shall not exceed **\$1.75 per case on any one item.**

DELIVERY

- Deliveries are required on a weekly basis. A delivery schedule must be approved by the School Nutrition Supervisor prior to bid award.
- Deliveries shall be made to each school in the Reelfoot Area Consortium regardless of size of order or weight, Monday thru Friday between the hours of 6:30 a.m. and 1:00 p.m. Exceptions to this time frame must be approved on a case by case basis by the School Nutrition Supervisor. Deliveries shall **NOT** be made after 1:00 p.m. Managers will not be expected to extend working hours to receive late deliveries! The days of delivery each week will be established by mutual agreement between the School Nutrition Directors and the Vendor representative.
- All produce 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 both the manager or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods.
- 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 at no charge.
- 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.
- 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 bidder. The calendar for the school year is included in the bid packet.
- Adjustments for inclement weather, national or local emergencies will include each school utilizing any product delivered prior to the school closing. The system will notify the vendor as soon as possible about necessary delivery delays.
- Each School Nutrition Program reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition, and suitable for hauling items. Deliveries with the exception of potatoes (which must be covered) melons, tomatoes, onions and cabbage must be delivered in a mechanically refrigerated truck maintaining an appropriate temperature for all items being shipped (33-40^o F).
- NOTE: The Reelfoot Area Consortium follows the principals of HACCP (Hazard Analysis Critical Control Point) in accepting all deliveries. Therefore, upon delivery temperatures of products will be taken and recorded and overall product condition will be inspected in accordance with the District Food Safety Plan.
- **The successful bidder shall furnish a Certificate of Insurance issued by an insurance company** showing that the Reelfoot Area Consortium Board of Educations will be protected from loss or damage to property of third persons or to the carrier's own property, loss or damage to the Reelfoot Area Consortium Board of Educations commodities, and injury or death to third persons or the carrier's employees. Carrier will assume full common liability of all shipments.

SCHOOLS TO BE SERVED

DYER COUNTY

1. Dyer County High, 1000 West Main St., Newbern 38059
2. Fifth Consolidated, 2377 Millsfield Hwy, Dyersburg 38024
3. Finley Elementary, Poplar Street, Finley 38030
4. Holice Powell, P.O. Box 98, Fowlkes 38033
5. Newbern Elementary, 320 Washington St., Newbern 38059
6. Three Oaks Middle, 3200 Upper Finley Rd., Dyersburg 38024
7. Trimble Elementary, 256 College St., Trimble 38259
8. Northview Middle School, 820 Williams St., Newbern 38059

DYERSBURG CITY SCHOOLS

1. Dyersburg Primary, 1425 Frank Maynard Blvd., Dyersburg 38024
2. Dyersburg Intermediate, 800 Phillips St., Dyersburg 38024
3. Dyersburg Middle, 400 Frank Maynard Blvd., Dyersburg 38024
4. Dyersburg High, 125 Hwy 51 Bypass, Dyersburg 38024

LAKE COUNTY

1. Lake County High, 300 Cochran, Tiptonville 38079
2. Lara Kendall School, 200 College, Ridgely 38080
3. Margaret Newton, 819 Church, Tiptonville 38079

OBION COUNTY

1. Black Oak Elementary, Shawtown Rd., Hornbeak 38232
2. Hillcrest Elementary, Hwy 51, Troy 38260
3. Lake Road Elementary, Old Lake Rd., Union City 38261

4. Obion County Central High, Hwy 51, Troy 38260
5. Ridgemont Elementary, 1285 N. Hwy 45W, Union City 38261
6. South Fulton Elementary, Hwy 45 Bypass, South Fulton 38257
7. South Fulton High, Hwy 45 bypass, South Fulton 38257

UNION CITY

1. Union City High School, High School Dr., Union City 38261
2. Union City Middle School, High School Dr., Union City 38261
3. Union City Elementary, Miles Ave., Union City 38261

VENDOR PERFORMANCE

If the Vendor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Reelfoot Area Consortium may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any Vendor with continued poor performance will be removed from the potential vendor list for one year.

The Vendor will be expected to maintain a 97% "fill rate" average on all combined orders for any given monthly period. (Substitutions on items will not help to satisfy the above requirement.) With prior approval, 24 hours ahead of time, an item that is temporarily out of stock may be substituted with an item of equal or superior product quality at an equal or lower price

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

Reasons for product rejection may be any one of the following:

- Quality
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications

BREACH

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

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

SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of breach, the Reelfoot Area Consortium 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 Reelfoot Area Consortium may owe to the Vendor any damages the Reelfoot Area Consortium suffers by reason of any event of breach;
4. Treat the contact as materially breached and pursue any of its remedies at law or in equity, or both.

CONTRACT TERMINATION FOR CAUSE

If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the Reelfoot Area Consortium 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 Reelfoot Area Consortium, the Reelfoot Area Consortium shall have the option of awarding the contract to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

The Reelfoot Area Consortium 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 Reelfoot Area Consortium. The Reelfoot Area Consortium must give notice of termination to the Vendor at least 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 Districts 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.

INVOICES AND STATEMENTS

Duplicate invoices for the purchase of items must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee; show purchase order number, quantity, and price of each item delivered and total amount of the order. **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 indicating that the product is rejected. All charges are to be made to each system separately with the school drop designated.

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. Billing should be made through the final day of the month. The statements are to be sent to the Department of School Nutrition itemized by individual school purchases. Bills must be sent as soon after the last day of the month as possible. Payment will be made to the Vendor when invoices have been verified, and reconciled with the statements.

The statement shall be sent to the following address:

Dyer County Schools

Food Service Department

159 Everett Avenue

Dyersburg, TN 38024

Dyersburg City Schools

School Nutrition Department

P.O. Box 1507

Dyersburg, TN 38025-1507

Lake County Schools

Lake County High School

Cafeteria Fund

300 Cochran Street

Tiptonville, TN 38079

Margaret Newton School

Cafeteria Fund

819 Church Street

Tiptonville, TN 38079

Lara Kendall School

Cafeteria Fund

200 College Street

Ridgely, TN 38080

Obion County Board of Education

Food Service Department

316 South 3rd

Union City, TN 38261-0747

Union City Schools

Food Service Department

Municipal Building, Box 749

Union City, TN 38261-0749

PAYMENTS

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.

AUDIT PROCEDURE

Audits will be made of the Contractor's invoice costs records twice per year (once during the first six months, and the second one during the second six months) or at any time weekly price reviews indicate that a problem might occur. The Contractor shall be given notice of the intent of the district to conduct an audit with the date scheduled a minimum of two weeks in advance. A list of items and dates of price change shall be given three (3) working days in advance. The Reelfoot Area Consortium reserves the right to audit the initial bid prices if a comparison of all bidders indicates that the prices submitted might be questionable.

BUY AMERICAN REQUIREMENT

The "Buy American Requirement" requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note 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. The Reelfoot Area Consortium requests that vendors denote on their bid document products that do not meet this requirement by putting an asterisk to the left of the item number on the bid document and listing the item, country of origin and reason why Buy American is not possible on the Buy American Waiver.

Two situations may warrant a waiver to permit purchases of non domestic food products.

- A. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- B. Competitive bids reveal the cost of a U.S. product is significantly higher than the non domestic product.

A form for *Certification Regarding "Buy American" Requirement* is included with the bid document. Food items requiring a waiver are to be listed on this form.

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.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

REPORTS

Contractors shall be required to submit product usage reports as requested by the School Nutrition Program Supervisor.

Based on the request from a School Nutrition Program Supervisor, these reports shall be submitted for total quantity delivered by school system and consortium.

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 the Reelfoot Area Consortium or School Nutrition Program shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- 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 one of the above.
- 2) The Reelfoot Area Consortium or School Nutrition Program 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.
- 3) Penalties for violation of the code of conduct of named School Nutrition Program should be:
 - a. Reprimand by Board of Education;
 - b. Dismissal by Board of Education;
 - c. Any legal action necessary.

BID FORM

See attached form.

ATTACHMENTS

Acceptance Agreement, School Names and Addresses, Debarment Form, Buy American Certificate, Certification Regarding Lobbying, Certificate of Independent Price Determination

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (800) 795-3272 or 202-720-6382(TTY). USDA is an equal opportunity provider and employer.