

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

**(Before completing certification, read
instructions on reverse.)**

- (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 statements in this Certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number

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

Signature(s)

Date

EQUAL OPPORTUNITY EMPLOYMENT ACT OF 1975

The Clarksville-Montgomery 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 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 of the Child Nutrition Department of the Clarksville-Montgomery County Public School District, 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

Title

Date

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

Date

Reply to: Attn. of: SERO POLICY

CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.

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

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

Requested Waiver Items

Product Description	Vendor Item #	Reason for Waiver Request

**use additional pages if needed*

“We certify that our food products were manufactured in the United States and have at least 51% U.S. contents.”

Date _____

Vendor Name _____

Completed By _____

PROTEST PROCEDURES

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, Ken Thompson, Business Manager, no later than **July 5, 2009**. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution include:

- a. A meeting with the Clarksville-Montgomery County School System Child Nutrition Department, the hearing official and representatives from the disputing party, to discuss and resolve the complaint.
- b. 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.
- c. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
- d. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.
- e. The State Agency must be notified of all protests.

ACT OF GOD CLAUSE

Due to conditions beyond the vendor's control, including but not limited to weather, there are times when a product that has been bid is no longer available at the cost originally guaranteed by the manufacturer.

When that happens the vendor may enact this "Act of God Clause" that simply means they cannot honor the original bid price on those impacted items. The vendor will adjust their price up accordingly to reflect the current price they are being charged by the manufacturer. The same fixed fee as was originally bid will continue to be utilized. The vendor must understand and accept that the Clarksville-Montgomery County Schools option at that point will be to either first accept the new price on the item, accept a different product than the one originally bid, or utilize a new supplier to provide that item.

When and only when the vendor receives notification from a manufacturer that the manufacturer is enacting their Act of God Clause will the vendor be able to enact theirs. At that point the following will then be implemented:

- Each school system will be given a one week notice that the vendor is enacting their Act of God Clause with a list of the items impacted.
- For our records the vendor will provide a copy of the notice from their manufacturer that they have been notified and documentation of the new price they are being charged by the manufacturer.
- Together the Clarksville-Montgomery County Schools and the vendor can determine the desired course of action.
- The vendor cannot arbitrarily change prices that don't fall under the conditions set forth above, nor can they change any prices without notification to each school system first.
- Utilizing this method will allow vendors to continue to bid with confidence that they are protecting themselves and the Clarksville-Montgomery County Schools from the unpredictability of unusual circumstances.

COMPANY CONTACTS

Please fill out and return with your bids.

Company Name _____

Bid Department:

Name/Title _____

Address _____

Phone # _____

E-Mail Address _____

Fax # _____

Accounting Department:

Name/Title _____

Address _____

Phone # _____

E-Mail Address _____

Fax # _____

Delivery / Scheduling:

Name/Title _____

Address _____

Phone # _____

E-Mail Address _____

Fax # _____

HACCP CERTIFICATE OF COMPLIANCE

DATE _____

To: CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

Re: CERTIFICATION OF COMPLIANCE (HACCP)

THIS LETTER WILL SERVE AS _____ COMPANY OFFICIAL NOTIFICATION THAT WE OPERATE UNDER THE U.S. FEDERAL FOOD & DRUG ACT AND (21 CFR) HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) GUIDELINES.

_____. CONTINUES TO CONDUCT HAZARD ANALYSIS FOR ALL ITS FOOD PRODUCTS, CONSTRUCTED A HACCP PLAN WHERE APPLICABLE, WRITTEN AND IMPLEMENTED STANDARD SANITATION OPERATING PROCEDURES

PLEASE INCLUDE THIS DOCUMENT AS PART OF YOUR HACCP FILE AS A CONTINUING CERTIFICATE OF GUARANTEE OF OUR HACCP COMPLIANCE.

OUR HACCP MANUAL IS ON FILE AT _____ CORPORATE HEADQUARTERS AT (ADDRESS) _____ AND IS AVAILABLE FOR INSPECTION AT ANY TIME. PLEASE CONTACT THE UNDERSIGNED WITH ANY QUESTIONS OR COMMENTS THAT YOU MAY HAVE CONCERNING THE ABOVE.

VERY TRULY YOURS,

(SIGNATURE)

PRINT NAME _____

TITLE _____

PHONE NUMBER _____