

**Sumner County School Nutrition Program
SY 2026-2027
Fresh Produce
Contract Agreement**

We have carefully examined and fully understand the General Bid conditions in furnishing Sumner County Fresh Produce for items requested.

In compliance with the bid awards and subject to all terms and conditions listed on the General Bid conditions, the undersigned offers and agrees to sell to Sumner County School System all items as quoted. It is understood that all prices quoted include any and all delivery charges and are not subject to finance charges.

COMPANY

REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

DATE

PARENT COMPANY

REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP CODE

Fresh Produce Bid Conditions
Sumner County BOE
School Nutrition Program

Sumner County requests price quotes/bids to be submitted 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. The objective is to select suppliers providing for open and free competition, comparability, and documentation of all purchases.

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 Sumner County School Nutrition Program 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.

The Sumner County School Nutrition Program will be responsible for payment of all bids accumulated. Sumner County is responsible for any debts and liabilities assumed.

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.

Please note that this document represents the GENERAL BID CONDITIONS. PLEASE READ ALL DOCUMENTS.

I. Bid Periods:

The bid is cost plus fixed-fee bid pricing for July 1, 2026 – June 30, 2027. Only bids from approved vendors will be considered.

The Sumner County School Nutrition Program will receive sealed bid documentation in the office of the Sumner County Board of Education, 695 E. Main Street, Gallatin, TN 37066, ATTN: Dawn Botensten. All Sealed Bid documentation must be received at the Sumner County Board of Education, School Nutrition Department by March 19, 2026, 10:00 a.m. CST.

At the set time, the bids will be publicly opened and read aloud. Price quotes and bids will receive appropriate confidentiality before awarding. A copy of awarded bids will be available to vendors within ten business days after approval. A bid award letter will be sent to the vendors submitting bids.

II. Bid Renewal:

The contract bid period(s) shall be: July 1, 2026– June 30, 2027.

Renewal Provision: Upon mutual agreement between both parties, the contract may be renewed for up to four additional years (five years total) with price redeterminations. The vendor must petition items for price redetermination (price increases) by February 1 of each year for consideration in the next contract period:

February 1, 2027 – for contract period of July 1, 2027 – June 30, 2028

February 1, 2028 – for contract period of July 1, 2028 – June 30, 2029

February 1, 2029– for contract period of July 1, 2029 – June 30, 2030

February 1, 2030 – for contract period of July 1, 2030 – June 30, 2031

Price-redeterminations are only allowed annually at the time of contract renewal. The Producer Price Index for farm products/fruits and vegetables (wholesale/shipping point) (WPU0113), Finished Goods will be the comparison index that will be used for price-redeterminations or a comparable index if that index is not available. The comparable index will be agreed upon at renewal. Since the published indexes are subject to revision after originally published, the original base comparison month will be the prior October. For example, February 1, 2025, requests will be measured on the October 2024 index. All re-calculation dates will begin at that point. All items will be audited using the following formula:

Base Index at the time of renewal (October) divided by the index at the time of award (July). For the potential contract renewal for July 1, 2026: October 2025 Index divided by July 2025 Index. For the potential contract renewal for July 1, 2027: October 2026 Index divided by July 2026 Index. For the potential contract renewal for July 1, 2028: October 2027 Index divided by July 2027 Index. For the potential contract renewal for July 1, 2029: October 2028 Index divided by July 2028 Index.

The audited petitioned items must be equal to or less than the determined percentage using the above formula. The original bid terms allowed for price increases not to exceed the producer price index average for the period of time from the commencement of the original contract to the present, however, the Sumner County School Board would prefer prices to remain unchanged. We would request consideration for the bid prices to be renewed for up to three additional years with no price changes. If this is not possible, we propose the implementation of an escalation/des-escalation price adjustment model.

III. Bid Form

Bidders must use the attached form for submitting bids. **The Sumner County Commodity Bid spreadsheet must be completed and uploaded to a USB flash drive must be included with all forms required when mailing.** Return the Contract Agreement and all other forms requiring signatures, duly signed by a representative/bid authority of the company and USB flash drive. By executing the Contract Agreement, the bidder acknowledges that he/she has read the documents, understands, and agrees to be bound by the listed terms and conditions.

Sealed Bid documents must be submitted prior to the time and date by postal mail or hand delivered to: Mark sealed bid envelope with below information:

**BID: Fresh Produce Bid 2026-2027
Sumner County Schools, School Nutrition Program
ATTN: Dawn Botensten, School Nutrition Director
695 E. Main Street, Gallatin, TN 37066,**

All sealed bid documents must be received at the Sumner County Board of Education, School Nutrition Department by **March 19, 2026, 10:00 a.m. CST, the specified bid opening time and date.**

Each item shall be quoted separately. Prices quoted must be net by case, including all trade discounts, reduction of commodity allowances and reduction of promotional allowance.

- A. Potential bidders must meet the following criteria. Any produce requested is not an indication of limiting varieties. All produce are subject to "AN EQUAL" presented to the SNP Director **PRIOR** to award determination.
 - Be able to provide a quality product as specified
 - Offer reasonable pricing
 - Provide dependable delivery of items ordered
 - Meet specifications and bid conditions

- B. Potential bidder may be rejected for one or more of the following reasons:
 - Inadequate or unacceptable product
 - Inadequate facilities with respect to excess
 - Inadequate truck fleets to handle predicted volumes of goods
 - Inadequate sanitation
 - Documented unacceptable product

- C. All bids must be made on the attached forms. All bids must be sealed in an envelope, plainly marked on the outside with the word: **"BID DOCUMENT"** In large letters along with the opening date and bid category. An authorized official of the vendor must sign the bid form in ink indicating title, to show proof of their authority to bind the company's contractually. No fax copies will be accepted.

- D. The original document cannot be changed IN FORMAT OR IN ITEMS REQUESTED. If the bidder changes bid form, it must be clearly documents before it is considered. *The bidder must draw a straight line through the originally requested item. Do not "whiteout" or delete the originally requested item.* You may write the changed pack size under/or beside the original request. However, brands or manufacturers product codes may **not** be changed without prior approval. **DO NOT CHANGE THE ESTIMATED USAGE.** We prefer that all bids be submitted type written or computer generated. Vendors may not change specifications. You may contact Dawn Botensten at 615-451-5217 or email at dawn.botensten@sumnerschools.org.
- E. If an error is made in quoting the price, or items are not available after the bids are opened, the Sumner County School Nutrition Program reserves the right to award the contract to the next qualified vendor. If during the bid period, a vendor cannot supply an item, the Sumner County School Nutrition Program **MUST** be notified before a substitution is made. Substitutions will not be accepted unless authorized by the School Nutrition Program Director. Any items delivered that were not authorized by the School Nutrition Program Director will be picked up at the vendor's expense and proper credit issued to the school where deliveries were made.
- F. Errors discovered after public opening cannot be corrected, and bidder will be bound to honor the bid it offered.
- G. Any questions concerning the bid should be directed to Dawn Botensten, School Nutrition Director, 615-451-5217 prior to submitting bid submission.

IV. Orders

Orders will be placed on a weekly basis by the Sumner County School Nutrition Department with a company representative. A time will be established when it is mutually agreeable and convenient for all parties involved. The Sumner County School Nutrition Program utilizes a centralized system of purchasing where the orders are placed for each school by the Central Office with a Purchase Order.

V. 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 Thursday before 10:00 a.m., the Contractor shall email the district's central office a copy of the price list that will be in effect for the following week. The successful Contractor will be able to adjust prices upward or downward to reflect their invoice costs on a weekly basis. The Sumner County Board of Education 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.

VI. Delivery of Product

The successful vendor shall work with the Sumner County School Nutrition Program Director to determine a delivery schedule. The “just in time” delivery schedule is to be planned prior to August 1 of the initial bid year and renewal years thereafter. The schedules for processing and delivery are expected to be for the convenience and efficiency of the school system. The following is intended as a last recourse and not a deterrent to processors:

The Sumner County School Nutrition Program shall have the option to collect a default penalty of: Ten percent (10%) of the bid price value of the defaulted items ordered but not delivered as specified, or; The difference between the bid price value and the cost of identical items obtained by quotation through another manufacturer/processor.

VII. Deliveries

Prices quoted must be “delivered pricing” to the approved vendor for each system. Destination and delivery schedules must be approved with Sumner County’s School Nutrition Director prior to delivery.

- A delivery schedule is attached. Any changes to the delivery schedule must receive prior approval from the School Nutrition Supervisor.
- Deliveries shall be made to the school Monday thru Friday between the hours of 6:00 a.m. and 2:00 p.m. Exceptions to this time frame must be approved on a case by case basis by the School Nutrition Director. Deliveries shall **NOT** be made after 2:00 p.m. Managers will not be expected to extend working hours to receive late deliveries!
- 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 ° F).

- NOTE: The Sumner County School Nutrition Program 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.

VIII. Selection of Vendor

Sumner County's School Nutrition program will award to the most responsive and responsible vendors based on the LOWEST prices by bottom line by category. After meeting all general and specific bid conditions as a qualified vendor, PRICE by category is the sole determination for the award of the bid.

The vendor will supply case price, and the number of servings per case. The bid will be awarded based on bottom line by category for each line item. Expanded bid tabulations will first be calculated from the percent yield for each product, and each product will be converted to piece/serving per case yield. The case price will be divided by the piece/serving per case to obtain a piece/serving cost. The delivery cost per case will be added to the total costs before calculating cost per serving. The estimated usage will be used to calculate the total cost for each item. The case yield will be multiplied by the per case delivery amount in the bid award. Sumner County reserves the right to allow rebates on products commercially purchased using USDA Entitlement funds through our commercial bid.

IX. Bid Award

All original signed documents should be returned to the Sumner County Board of Education, 695 E. Main Street, Gallatin, TN. 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 bid award will ensure that Sumner County is serviced as set forth in all general and specific bid conditions. The bid will be awarded based on an "all or nothing" agreement for the Sumner County School Nutrition Program. Nothing is to be excluded by the vendor.

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 Sumner County School Nutrition Program 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 Sumner County School Nutrition Program reserves the right to accept or reject any or all bids. The Sumner County School Nutrition Program will be responsible for the award of the bid. All bidders will be notified in writing of the bid award within fourteen days of bid opening.

In the case of a tie, the decision to award final bids will be determined by criteria established by the Sumner County School Nutrition Program. A tie bid exists where two or more vendors' totals are equal with all specifications, terms and conditions being equal, including cash discount offered for prompt payment. In such case, a tie bid will be decided by awarding the bid in favor of the local vendor or by the School Nutrition Program Director flipping a coin with two witnesses present.

Any additional materials offered by the vendor to be included in the bid submission must be approved 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 2026-2027 bid process. It is recommended that no additional written documents be included in the bid packet. Please submit only those items that are requested.

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 Jennefer Smart, School Nutrition Director, *no* later than fourteen days after the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution are as follows:

1. A meeting with the School Nutrition Director(s) participating in the bid, the hearing official and representatives from the disputing party to discuss and resolve the complaint will be scheduled within 15 days of the protest.
2. All employees will be notified that they cannot purchase under this procurement until a decision by the hearing official is rendered. 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.
3. A written decision letter stating the reasons for the decision will be prepared by the hearing official in writing and delivered to the protestor and all parties involved. This decision letter will be mailed to the protestor with proof of delivery required. The letter will advise the protestor that he has a right to an additional review. An additional request must be written and addressed to the school board no later than 10 days from proof of delivery.

The Sumner County School System reserves the right to accept or reject any and all bids.

All bidders will receive a written notice of bid issuance.

Vendors with a poor performance history will be notified at the time of such performance and will be given 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 contract period.

X. Vendor Performance

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

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

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

- A. If a product was not specified, the following termination procedures and the basis for any settlement for all procurement over \$10,000 will take place:
1. All items will be inspected upon arrival at the school. If any products are found to be defective or otherwise not in conformity with the specifications, the Sumner County School System shall have the right to reject items. It will be the responsibility of the vendor to defray any costs involved in the delivery and return of rejected products.
 2. Failure to deliver within the time specified, or within a reasonable time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market to replace the item rejected or not delivered. On all such purchases, the Contractor agrees promptly to reimburse schools for excess costs caused by such purchase.
 3. The School System retains the right to check compliancy on any item. A sample selected at random of the product may be shipped to a USDA Acceptance Laboratory for verification of the USDA quality grade or labeling. Compliance for yield will be made by the School Nutrition Director and cafeteria manager on a random basis. If the analysis indicates that the product meets the USDA quality grade and/or yield specifications, the School System will bear the cost. If the analysis indicates that the product does not meet the USDA quality grade and/or yield specified, the vendor will bear the cost of the analysis.

B. Any one or combination of penalties for failure to perform listed as follows may be used:

1. Replacement of rejected items with product approved by the School System. Any replacement MUST BE "EQUAL" PER SPECS AND PRICING.
2. Cost adjustment
3. Termination of contract in whole or part
4. Suspension from future bidding (For one contract period)
5. Legal action and civil penalties
6. Criminal action

Termination: The Sumner County School Nutrition Program reserves the right to terminate this contract after written notification to the vendor. The written notice will be at least thirty calendar days prior to the termination date. In the event of termination, the Sumner County School Nutrition Program will not be liable for any costs other than the costs of items delivered and accepted prior to the termination date.

Contract Termination for Cause

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

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

Contract Termination for Convenience

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

The vendor will be given an opportunity to respond to a product complaint. A written complaint will be sent from the Sumner County School Nutrition Program. The vendor will issue a written reply.

If the Sumner County School Nutrition Program determines a product dispute is not resolved, a 30-day termination notice of that product will be issued.

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

In the event a vendor refuses to service Sumner County, the entire contract will be affected and considered breach of contract. **If a vendor fails to perform or breaches the contract, the Sumner County Board of Education reserves the right to terminate this contract in whole or in part after notification in writing.**

Sumner County School Nutrition Program's Actions in Event of a Breach

Upon the occurrence of any event of breach, Sumner County School Nutrition Program may take anyone, 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 timeline 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 Sumner County School System determines that the Vendor has cured the breach, shall never be paid to the Vendor:
3. Set off against any other obligation the Sumner County School System may not owe to the Vendor any damages Sumner County 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.

XI. Reports and Data Sheets:

Upon award of the bid, the vendor will have up to thirty calendar days to submit NUTRITION PRODUCT DATA SHEETS for ALL food items. These sheets may be submitted in non-paper form. Product data sheets must include:

- A. CN label- PHOTO OR ELECTRONIC COPY - if applicable
- B. Authorized manufacturer's product sheet that includes: product name, code, portion size, Child Nutrition equivalent and signature of the appropriate manufacturer's representative (R&D, company officer, company nutritionist, etc.)
- C. Nutrition label including ingredient list

X. Invoices and Statements:

The Sumner County School Nutrition Program will make every effort to pay invoices within thirty (30) days of the receipt of the invoice and product. Prices quoted should reflect an early payment discount as applicable. Sumner County School Nutrition Program will take

into consideration the discount price for early payment. The discount will be used to calculate the total bottom line price for the bid award.

All monthly statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE OPERATING MONTH.

Three (3) invoices must be furnished to Central Office, School Nutrition Department. Invoices must be signed by a designee and include order number, purchase order number, invoice number, quantity, and unit price, item number and description, extended totals and applicable discounts of items delivered.

Unsigned invoices will not be paid.

At the end of each month, a separate statement showing invoice number and dates of delivery shall be mailed to the following address:

Sumner County School Nutrition Program
Attention: Dawn Botensten
695 E. Main Street
Gallatin, TN 37066

Any monetary penalties assigned to the School Nutrition Program based on late payment as issued by the vendor MUST be paid by non-school nutrition funds. Penalties must be collected from the local board of education funds.

Payments

Invoices will be balanced with the statement and processed for payment. Statement should include any credits issued during the month. The Sumner County School Nutrition Program is part of an LEA/Local Board of Education and is a Tax-Exempt Organization.

XI. 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. This system requests that vendors complete the attached Buy American Form. **If the supplier offers a Non-American product due to the fact that he/she feels the cost of the domestic product is significantly higher, then the supplier must list the price for the domestic product as well as the price for the Non-American product on the Certification Regarding "Buy American" Requirement. It**

will be up to the School Nutrition Program to decide to purchase the American or Non-American product.

XII. Regulation Compliance:

1. Executive Order 11246, "Equal Employment Opportunity". Applies to all contract 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 that are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Statute 871)(PL94-165).
4. Encouraging Small and Minority Owned Businesses. To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, 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. Buy American Provisions. Applies to contracts involving *all* food (including spices, tea, coffee, etc.) Acquisitions using nonprofit food service account funds and the use, or processing, of substitutable USDA donated foods. Contracts must contain provisions meeting the requirements of the "Buy-American Provisions, Policy Memorandums 210.21-14 and 220.17-01." Determination to purchase non-American products will be done by the Sumner County School Nutrition Program based on availability or being cost prohibitive. Refer to the included Buy American Waiver if applicable.
8. 7 CFR 3016.60(b), Drafting of Bid Specifications: Requires that any person that develops or drafts specifications, requirements, statements 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.
9. 7 CFR 3016.4(b), 3016.36(c) (2), 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.
10. Food, Drug, and Cosmetic Act, 1938, amended 1990, 21 CFR Part 100; Nutrition Labeling and Education Act of 1990; and the Agricultural Marketing Act 1953,

amended 1957: The vendor will responsibly supply goods for the Sumner County School Nutrition Program meeting the listed regulations, meeting standards of identity, quality, and fill; grades of foods; and product definition.

11. Background Check: A background check is not a requirement of the vendor representatives as long as school nutrition staff is present for visits and deliveries. The Public Chapter 1080, (D) was amended to: "A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is conducted under the supervision of school officials or employees."
12. After purchasing your product, the Sumner County School Nutrition Program will be the sole user. The School Nutrition Program will respect the patent and copyright of your product and will not share with any other district.

XIII. Records:

A. Record Retention:

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

1. Until all pending matters, are resolved. Pending matters include contract disputes, audits, investigative and review findings.
2. The Federal record retention period begins with the later of the date:
 - a. The final payment is made under the contract.
 - b. The contract concludes; or
 - c. The final claim for reimbursement for the fiscal year in which the contract concludes is submitted.
3. For renewable contracts, records of the initial procurement through the conclusion of the final renewal must be maintained.
4. Records' Access: The contractor shall agree to retain all books, records, and other documents relative to the contract agreement for three (3) years after final payment, or until audited by the SFA, whichever is sooner. Sumner County Board of Education, School Nutrition Program, State Agency, and its authorized agents, and/or USDA auditors or the Comptroller General of the United States shall be allowed full access to any books, documents, papers and records of the vendor which are directly pertinent to all negotiated contracts.
5. Documentation: All aspects of each procurement, including the rationale for the procurement method selected, contract type selected and basis for contract price, must be documented. All records documenting the procurement history, including all extensions and renewals, must be retained for the greater of the State or the Sumner County Board of Education record retention requirements or for the Federal record retention period. Records must be retained beyond this period until all pending matters are resolved. Failing to maintain required records can result in audit and review findings, cost disallowances and prevent the Sumner County Board of Education's School Nutrition Program from responding to bid protests and contract disputes.

6. REPORTS: Contractors shall be required to submit product usage reports as requested by the School Nutrition Program Director. Based on the request from a School Nutrition Program Director, these reports shall be submitted for total quantity delivered either by school site or the entire School System.
- 7.

XIV. Standards of Conduct.

All members of the Sumner County School Nutrition Program must establish and maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

- A. Conflicts of Interest: No employee, officer or agent of the Sumner County Board of Education shall participate in the selection, award or administration of a contract supported with Federal funds if a conflict of interest, real or apparent, would be involved. The appearance of a conflict of interest, even if none exists, still brings the integrity of the Sumner County Board of Education procurement process into question. Professional, social, and personal activities and actions that compromise the School Nutrition Program's integrity must always be avoided. Real and apparent conflicts of interest exist when:
 1. The employee, officer, or agent; any immediate family member of same; partner or organization that employs or is about to employ any of the above has a financial or other interest in the firm selected for the award.
 2. Organizational structures and personnel practices exist that undermine the independence and integrity of the procurement process.
 3. The official responsible for determining bid or proposal responsiveness is not independent, i.e., another individual within the organization can overrule the official.
 4. Gratuities, favors or anything of monetary value are solicited or accepted from current or potential vendors on behalf of any individual or the organization before, during or after contract award.
 5. Any action, inaction, or relationship with current or potential contractors gives the appearance of a conflict of interest, whether such a conflict, in fact, exists.
 6. Sumner County's School Nutrition Program will adhere to any local board policies pertaining to the standards of conduct.

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

- No employee, officer or agent of the Sumner County Board of Education 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:
 - The employee, officer, or agent.
 - Any member of the immediate family.
 - His or her partner.

- An organization which employs or is about to employ one of the above.
- The Sumner County Board of Education’s 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.
- Penalties for violation of the code of conduct of the Sumner County School Nutrition Program shall be:
 - Reprimand by Board of Education;
 - Dismissal by Board of Education;
 - Any legal action necessary.

XV. Protest Procedures

Vendor Conflict Resolution

(Reference: 7CFR, 3016.36 Procurement, (b) (11) & (12)

“(11) Grantees and sub grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub grantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.”

“(12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be...”etc.

If a vendor has a complaint concerning the bid conditions, bid process or award of the bid, the complaint must be directed to the School Nutrition Director, Dawn Botensten, by April 3, 2026, at 2:00 p.m. The State Agency will be notified within three working days of the complaint. The settlement of all contractual and administrative issues arising out of procurements will first be considered at the local level. Examples of issues include source evaluation, protests, disputes, and claims. In the event the vendor and the School Nutrition Program cannot resolve the complaint, the complaint will be presented to the Director of Schools for resolution between the vendor and the Sumner County School Nutrition Program.

XVI. Required Forms (See Appendix)

The included forms that must be returned as part of the bid package to the Sumner County School Nutrition Department are:

1. Certification Regarding Debarment
2. Certification Regarding Lobbying
3. Certification Regarding Buy American (if applicable):
4. Contract Agreement Form

5. The nutrition documentation is part of the bid package, but must be submitted within 15 business days of the bid award:

NOTE: Nutrition fact sheets must include:

- Ingredient lists
- CN labels
- Manufacturer's product sheets

The nutrition data MUST be submitted with ALL "pre-approved equal" requests. The nutrition fact sheets for the remaining items specified in the bid must be received within 15 business days of the bid award.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

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

(Before completing certification, read instructions)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.

Organization Name	Bid Number
Name(s) and Title(s) of Authorized Representative(s)	
Signature(s)	Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of 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 Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 the Nonprocurement 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 transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official

Signature

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance

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

1. 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.
2. 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>

Buy American

7 CFR PART 250.23 stipulates that when purchasing food products using Federal funds, recipient agencies shall, whenever possible, purchase only food products that are produced in the United States. The term "Food products produced in the United States" is defined as "An unmanufactured food product produced in the United States or a food product that is manufactured in the United States.

Section 104(d) of the Child Nutrition Reauthorization Act (Public Law 105-336) amended section 12 of the National School Lunch Act to require SFAs to purchase for those programs, to the maximum extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products process in the U.S. and food products process in the U.S. substantially using agricultural commodities that are produced in the U.S. The term "substantially" means that over 51% of the processed food comes from American produced products.

Each SFA must comply with the "Buy American" requirement by purchasing food products produced in the U.S. for its food programs. Subjects to the exemptions cited above, such purchases must at least be proportionate with the extent of Federal funding in the organization's school nutrition account. SFAs/Schools should:

1. Check their purchasing specifications to ensure adequate procurement of "Buy American" requirement;
2. remind their vendors and distributors of the "Buy American" requirement, and
3. examine product packaging.

210.21-14 and 220.17-01

This memoranda rescinds 210.21-08

It is essential that local operators understand the need to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. The provision should be included in bid specifications to ensure compliance. Local operators must also be aware that, as a result of explicit language also contained in the report noted above, this provision now applies to ALL funds in the school nutrition account and not just Federal reimbursement.

In order to fully implement "Buy American", a school district must:

1. Include "Buy American" language in their bid documents.
2. Ensure that all vendors notify the system of any products placed on that bid that do not meet the criteria. (see waiver form)
3. THE SYSTEM decides whether or not to purchase the products utilizing the above criteria.
4. If the system chooses to purchase non-American products, they should notify all personnel which non- American items can be accepted for delivery.

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

VENDOR GUARANTEES, WARRANTIES, ETC.

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

VENDOR REPRESENTATIVE
SIGNATURE

REPRESENTATIVE TITLE

STATE/BUSINESS LICENSE NUMBER

LICENSE EXPIRATION DATE

Early Payment Discount Bid Form

YOU MUST RETURN THIS COMPLETED FORM WITH YOUR BID. THIS WILL INDICATE THAT YOU UNDERSTAND AND WILL COMPLY WITH THE DISCOUNTS IF APPLICABLE. YOU DO NOT HAVE TO OFFER ANY DISCOUNT FOR EARLY PAYMENT, BUT YOU MUST INDICATE "NO DISCOUNT GIVEN" ON THIS FORM.

Amount of Discount Given if Invoices are paid in less than 30 days. _____

No Discount Given

COMPANY

REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

DATE

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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USDA is an equal opportunity provider, employer, and lender.

Sumner County School Addresses For Deliveries

Jack Anderson Elementary
250 Shutes Lane
Hendersonville, TN 37075

Beech Elementary
3120 Long Hollow Pike
Hendersonville, TN 37075

Beech Senior
3126 Long Hollow Pike
Hendersonville, TN 37075

Benny Bills Elementary
1030 Union School Road
Gallatin, TN 37066

Bethpage Elementary
420 Old Highway 31E
Bethpage, TN 37022

Clyde Riggs Elementary
211 Fountain Head Road
Portland, TN 37148

Gallatin Early Learning Center
780 Hart Street
Gallatin, TN 37066

Merrol Hyde Magnet School
128 Township Drive
Hendersonville, TN 37075

Millersville Elementary
1248 Louisville Hwy.
Goodlettsville, TN 37072

Nannie Berry Elementary
138 Indian Lake Road 115
Hendersonville, TN 37075

Howard Elementary
805 Long Hollow Pike
Gallatin, TN 37066

Indian Lake Elementary
505 Indian Lake Road
Hendersonville, TN 37075

J. W. Wiseman Elementary
922 South Broadway
Portland, TN 37148

Knox Doss @ Drakes Creek
1338 Drakes Creek Road
Hendersonville, TN 37075

Lakeside Park Elementary
204 Dolphus Drive
Hendersonville, TN 37075

Madison Creek Elementary
1040 Madison Creek Road
Goodlettsville, TN 37072

Gallatin Senior
700 Dan P. Herron Drive
Gallatin, TN 37066

Gene Brown Elementary
115 Gail Drive
Hendersonville, TN 37075

Guild Elementary
1018 South Water Street
Gallatin, TN 37066

H. B. Williams Elementary
South Palmers Chapel Road
White House, TN 37188

Hendersonville Senior
123 Cherokee Road
Hendersonville, TN 37075

Portland Gateview Elementary
1098 Gateview Drive
Portland, TN 37148

Portland Middle East
604 South Broadway
Portland, TN 37148

Portland Middle West
110 Nolan Private Drive
Portland, TN 37148

Portland Senior
600 College Street
Portland, TN 37148

R. T. Fisher Alternative School
455 North Boyers Street
Gallatin, TN 37066

Robert Ellis Middle
100 Indian Lake Road
Hendersonville, TN 37075

Rucker Stewart Middle
350 Hancock Street
Gallatin, TN 37066

Shafer Middle
240 Albert Gallatin Blvd.
Gallatin, TN 37066

Station Camp Elementary
1020 Bison Trail
Gallatin, TN 37066

North Sumner Elementary
1485 North Sumner Road
Bethpage, TN 37022

Oakmont Elementary
3323 Highway 76
Cottontown, TN 37048

Union Elementary (Year Round)
516 Carson Street
Gallatin, TN 37066

V. G. Hawkins Middle
487-A Walton Ferry Road
Hendersonville, TN 37075

Vena Stuart Elementary
780 Hart Street
Gallatin, TN 37066

Walton Ferry Elementary
732 Walton Ferry Road
Hendersonville, TN 37075

Watt Hardison Elementary
300 Gibson Street
Portland, TN 37148

Westmoreland Elementary
4178 Hawkins Drive
Westmoreland, TN 37186

Westmoreland Middle
4128 Hawkins Drive
Westmoreland, TN 37186

Westmoreland Senior
4300 Hawkins Drive
Westmoreland, TN 37186

Sumner County School Addresses For Deliveries

Wm. Burrus Elementary
1336 Drakes Creek Rd.
Hendersonville, TN 37075

White House Intermediate
2012 US Hwy 31
White House, TN 37188

Liberty Creek Elementary
200 Wolfpack Way
Gallatin, TN 37066

Liberty Creek High School
100 Wolfpack Way
Gallatin, TN 37066

White House Middle
2020 Hwy. 31W
White House, TN 37188

White House Senior
508 Tyree Springs Rd
White House, TN 37188

Liberty Creek Middle
400 Wolfpack Way
Gallatin, TN 37066

Sumner County Schools Cafeterias By Area

GALLATIN SCHOOLS

Benny Bills Elementary
Gallatin Senior
Guild Elementary
Howard Elementary
R.T. Fisher Alternative
Rucker Stewart Middle
Joseph Shafer Middle
Station Camp Elementary
Station Camp Middle
Station Camp Senior
Union Elementary
Vena Stuart Elementary
Gallatin Early Learning Center
Liberty Creek Elementary
Liberty Creek Middle School
Liberty Creek High School

**HENDERSONVILLE, GOODLETTSVILLE
AND MILLERSVILLE SCHOOLS**

Beech Elementary
Beech Senior
Gene W. Brown Elementary
George Whitten Elementary
Hendersonville Senior
Indian Lake Elementary
Jack Anderson Elementary
Knox Doss @ Drakes Creek Middle
Lakeside Park Elementary
Madison Creek Elementary
Merrol Hyde Magnet School
Millersville Elementary
Nannie Berry Elementary
Robert Ellis Middle
T. W. Hunter Middle
V. G. Hawkins Middle
Walton Ferry Elementary
Wm. Burrus Elementary

PORTLAND SCHOOLS

Clyde Riggs Elementary
J.W. Wiseman Elementary
North Sumner Elementary
Oakmont Elementary
Portland Gateview Elementary
Portland East Middle
Portland West Middle
Portland Senior
Watt Hardison Elementary

BETHPAGE SCHOOL

Bethpage Elementary

WESTMOERLAND SCHOOLS

Westmoreland Elementary
Westmoreland Middle
Westmoreland Senior

WHITE HOUSE SCHOOLS

H.B. Williams Elementary
White House Middle
White House Intermediate
White House Senior



2026-27

Summer County Schools District Calendar

Board Approved 10/21/2025
pending TDOE approval



2026 | First Semester

- July 22: New Student Registration
- July 21-23: New Hire Launch
- July 27-28: Evening Registration @ schools
- July 27-28: Administrative Day 1 (half days)
- July 29: Drive Conference PL Day 1
- July 30: Drive Conference PL Day 2
- July 31: Instructional Focus Day 1
- August 3: Administrative Day 2
- August 4: First Day for Students | First Semester
- August 6: Election Day (schools closed)
- August 7: schools closed
- September 4: Instructional Focus Day 2
- September 7: Labor Day (schools closed)
- September 21: Parent Teacher Conferences, Administrative Day 3
- October 2: End of Quarter 1 (42 Days)
- October 5-9: Fall Break (schools closed)
- October 12: Instructional Focus Day 3
- November 3: DRIVE Conference PL Day 3 (Election Day)
- November 23-27: Thanksgiving (schools closed)
- December 18: ½ day End of Quarter 2 (44 Days) | Sem 1 (86 Days)
- December 21-January 1: Christmas Break (schools closed)

2027 | Second Semester

- January 4: Principal-Discretion PL Day 4
- January 5: Administrative Day 4
- January 6: First Day of classes for students | Second Semester
- January 18: Martin Luther King, Jr. Day (schools closed)
- February 15: Principal-Discretion PL Day 5 President's Day
- March 19: End of Quarter 3 (51 days)
- March 22-25: Spring Break (schools closed)
- March 26: Good Friday (schools closed)
- March 29: Instructional Focus Day 4 - Easter Monday
- April 23: Kindergarten Registration
- May 25: Last Day of School for Students
- May 26: Administrative Day 5
- May 27: Instructional Focus Day 5 (1/2 Day) | Last Day of Quarter

July

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 days (2 running)

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

16 days (20 running)

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		

20 days (40 running)

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

17 days (37 running)

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			

15 days (72 running)

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	

14 days (66 running)

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

17 days (103 running)

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	29	30			

19 days (122 running)

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	

18 days (140 running)

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	

22 days (162 running)

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					

18 days (180 running)

June

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		

- registration days
- students attend
- no school
- Administrative Days
- DRIVE Conference PL Days 1-3
- PL Days 4 & 5
- New Hire Launch
- Instructional Focus Days