

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF
PUBLIC EDUCATION**

INVITATION TO BID

THE METROPOLITAN NASHVILLE PUBLIC SCHOOLS (MNPS), ON BEHALF OF METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION, WILL RECEIVE AND PUBLICLY OPEN SEALED BIDS IN THE PURCHASING DEPARTMENT, 2601 BRANSFORD AVENUE, NASHVILLE, TENNESSEE 37204.

SUBJECT TO THE INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, ADDENDA, AND ANY OTHER ELEMENTS OF THIS INVITATION TO BID ("ITB"), INCLUDING THOSE INCORPORATED BY REFERENCE.

This Invitation to Bid document is prepared in a Microsoft Word format. Any alterations to this document made by the bidder may be grounds for rejection of bid, cancellation of any subsequent award, or any other legal remedies available to MNPS.

DATE ISSUED: February 14, 2017

ITB TITLE: Metro Nashville Public Schools USDA Commodity Processing

COMMODITY CODE(S): 5011, 5013, 7313

MNPS CONTACT: Mace Neal

TELEPHONE NUMBER: (615) 259-8619 FAX NUMBER: (615) 214-8656

E-MAIL ADDRESS:

All bid responses must be received and time-stamped in the MNPS Purchasing Department by no later than February 27, 2017 at 10:00 am Central Time, on at which time all bids will be publicly opened and read aloud.

SUBMIT SEALED BID RESPONSE TO:

**Metropolitan Nashville Public Schools
Attn: Mace Neal
ITB B17-17
Purchasing Department
Room A112
2601 Bransford Avenue
Nashville, Tennessee 37204**

Bid envelope must include the ITB number, the bid opening date, and the Bidder's address. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids electronically or by fax.

NOTICE TO BIDDERS

Any changes to this ITB will be posted as Amendments on the Metro Nashville Public Schools Purchasing [web site](http://www.mnps.org/pages/mnps/About_Us/Departments/Purchasing/Bid_on_current_procurements) (http://www.mnps.org/pages/mnps/About_Us/Departments/Purchasing/Bid_on_current_procurements). Check the expanded bid Information page via the link, in the Item Name column, for any amendments to this ITB.

INSTRUCTIONS AND CONDITIONS

1. This document constitutes the complete set of specification requirements and bid response forms. **The Bidder is responsible for insuring that all pages and all addenda to this ITB are completed and submitted with the bid, as required.** Bidders should closely examine this ITB package, and immediately direct any questions regarding the completeness of this ITB package, and any addenda hereto, to the MNPS contact shown on the cover page. **Unless otherwise directed in writing by the Purchasing Department, the Bidder must submit all bid responses on the bid response form(s) provided with this ITB.**
2. **Pre-Bid meeting will be held on February 20, 2017 at 9:00 AM at Metro Nashville Public School Café Room, 2601 Bransford Ave. Nashville, TN 37204.**
3. Any Bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in writing no later than **4:00 p.m. on 02/24/2017 CST**. Any information provided by MNPS to a Bidder concerning this ITB shall be in the form of a written addendum furnished to all Bidders.
4. All bid responses must be typewritten and signed by an individual authorized to bind the bidder. **Properly notarized signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of the bid response.** Erasures, white-outs, type-overs, and other modifications must be initialed. Bidders are cautioned to verify their bid response prior to submission.
5. This award may be made by line item to the lowest bidder.
6. If more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
7. A Bidder desiring to bid "No Charge" for an item must so indicate; otherwise the bid will be construed as incomplete and may be rejected.
8. Bidders are cautioned that any condition, qualification, provision, or comment in the bid response, or in other correspondence transmitted with the bid response, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this ITB, shall be sufficient cause for the rejection of the bid response as non-responsive.
9. Bid responses must be submitted in a sealed, properly marked envelope, on or before the date and time specified for the receipt of bid responses. **No late bid responses will be accepted.** MNPS shall not be responsible for delivery delays associated with mail carriers or couriers.
10. **MNPS will not accept bid responses submitted by fax or electronic mail.**
11. Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible Bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a Bidder who has submitted a bid response which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity in all respects to fully perform the ITB requirements, and the integrity and reliability which will assure good faith performance. Responsible and responsive bidders will:
 - a) Be able to provide a quality product as specified
 - b) Provide dependable delivery of items ordered
 - c) Meet bid specifications and bid conditions
 - d) Demonstrate successful past performance
 - e) Have adequate facilities with respect to excess capacities and the capability to accommodate surges in volume.
 - f) Have adequate truck fleets to handle predicted volume of goods

- g) Does the bidder possess the ability, capacity, skill, licenses, and financial resources to provide the service?
12. Bid responses may be modified, replaced, or withdrawn by written notice, if received by the MNPS office specified herein prior to the date and time specified for bid responses.
13. Certain mistakes in a bid response may be corrected so long as the intended correct bid response is clearly evident.
14. Substitutions will not be permitted unless specifically provided for in this ITB. If this ITB specifies that substitutions are permitted, any particular manufacturer, brand, model, make, or detailed description set forth in the specifications is for descriptive purposes only and a Bidder may substitute equivalent articles so long as they are of similar character, quality, design, function, and performance as that specified, and will serve the purpose for which the article is to be used equally well as that specified, and is equally suited to the needs of MNPS as that specified. If bidding a substitute article, a Bidder must provide the manufacturer's name and catalogue reference, specifications for the substitute article, and/or other information that will enable MNPS to make the determination of similarity, serviceability and suitability of the substitute. MNPS reserves the right, through the Director of Purchasing, to be the sole judge in making such determination. **UNLESS THIS ITB SPECIFIES THAT A SUBSTITUTE ARTICLE IS PERMITTED, IT IS UNDERSTOOD THAT THE ARTICLE TO BE PROVIDED BY THE BIDDER WILL BE OF THE SAME MANUFACTURE, BRAND, MODEL, AND MAKE AND WILL MATCH THE DETAILED DESCRIPTION SET FORTH IN THE SPECIFICATIONS.**
15. If no bid response is submitted, please complete and submit the "No Bid" form.
16. **BY SUBMITTING A BID, THE BIDDER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW, WHICH BECOME THE CONTRACT UPON ACCEPTANCE BY MNPS, ASSIGNMENT OF A MNPS CONTRACT NUMBER, AND APPROVALS BY THE BOARD OF EDUCATION AND THE METRO NASHVILLE GOVERNMENT:**
- a) The Bidder shall not assign, transfer, convey or otherwise dispose of this ITB, or the right, title or interest in or to the same or any part thereof, without the prior written consent of MNPS, and the Bidder shall not assign by power of attorney or otherwise any of the moneys to become due and payable under this ITB. Breach of this provision shall be a material breach.
- b) It is understood that it is necessary for MNPS to have a continuous and uninterrupted flow of supplies and materials and services and the awarded bidder must furnish and make the deliveries of supplies, materials, and services accordingly.
- c) Should the Bidder fail to fulfill, in a timely and proper manner, its obligations under this ITB, or if it should violate any of the terms of this ITB, MNPS shall have the right to immediately terminate the award. MNPS may terminate the award at any time, with or without cause, upon thirty (30) days written notice to Bidder. Should funding for this ITB be discontinued, MNPS shall have the right to terminate the award immediately upon written notice to the Bidder.
- d) Bidder warrants that for a period of one year from the date of delivery, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained. During the warranty period, MNPS may, at its option, and in lieu of immediate termination, request that the Bidder repair or replace any defective goods or correct performance by written notice to the Bidder. In that event, Bidder shall take corrective action within thirty (30) days. Exercise of this option shall not relieve Bidder of any liability to MNPS for damages sustained by virtue of Bidder's breach.
- e) Bidder shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MNPS to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Bidder shall further indemnify and hold harmless MNPS against any award of damages and costs made against MNPS by a final judgment of a court of last resort in any such suit. MNPS shall provide Bidder immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Bidder to do so. No costs or expenses shall be incurred for the account of Bidder without its written consent. MNPS reserves the right to participate in the defense of any such action. Bidder shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MNPS unless approved by the Metro Department of Law Settlement Committee and, where required, the Metro Council. If the products or services furnished under this ITB are likely to, or do become, the subject of such a claim of infringement, then without diminishing Bidder's obligation to satisfy the final award, Bidder may at its option and expense:
- i. Procure for MNPS the right to continue using the products or services.
 - ii. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MNPS, so that they become non-infringing.
 - iii. Remove the products or discontinue the services and cancel any future charges pertaining thereto.

- iv. Provided, however, that Bidder will not exercise option b.iii. until Bidder and MNPS have determined that options b.i. and b.ii. are impractical.
- f) These terms may be modified only by written amendment executed by all parties and their signatories hereto.
- g) No waiver of any provision herein shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- h) Bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision herein, and in the event MNPS prevails, Bidder shall pay all expenses of such action including MNPS's attorney fees and costs at all stages of the legal action.
- i) This document sets forth the entire agreement between the parties with respect to the subject matter thereof and shall govern the respective duties and obligations of the parties.
- j) The validity, construction and effect of this ITB, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- k) Should any provision of this ITB be declared to be invalid by any court of competent jurisdiction, such provision shall be served and shall not affect the validity of the remaining provisions of the contract.
- l) Bidder shall maintain insurance sufficient to cover any claims arising from the acts of the Bidder in connection with the performance under this ITB and subject to the approval of MNPS (see the *Insurance Requirements* section of this ITB).
- m) Bidder certifies, to the best of its knowledge and belief, that neither the Bidder nor its Principals are suspended, debarred, or proposed for debarment by the Federal Government. Bidders must complete and submit Attachment F (Certification Regarding Debarment or Suspension) with the bid.
- n) Bidder shall maintain documentation for all charges against MNPS. The books, records, and documents of Bidder, insofar as they relate to work performed or money received under this ITB, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
- o) Bidder shall indemnify and hold harmless MNPS, its officers, agents and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance under this ITB, and, Bidder shall pay MNPS any expenses incurred as a result of Bidder's failure to fulfill any obligation in a professional and timely manner under this ITB.
 - ii. Any claims, damages, penalties, costs and attorney fees arising from any failure of Bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - iii. MNPS will not indemnify, defend or hold harmless in any fashion the Bidder from any claims, regardless of any language in any attachment or other document that the Bidder may provide.
 - iv. Bidder shall pay MNPS any expenses incurred as a result of Bidder's failure to fulfill any obligation in a professional and timely manner under this ITB.
- p) No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- q) Bidder affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- r) It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Bidder certifies and warrants it will comply with this policy.
- s) Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing

the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

- t) Bidder also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract of the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- u) Bidder also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person to solicit or to secure an Metropolitan Board of Public Education contract upon the agreement or understanding for a contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- v) A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Board of Public Education contracts.

w) **AWARD LENGTH AND PRICING**

- i. If an award is made, it will be effective for the specific purchase of the item(s) specified herein and will not cover any additional purchase obligations for either MNPS or the Bidder. The award resulting from the ITB will become effective once it is signed and approved by the Metropolitan Nashville Clerk's office. MNPS contemplates that the award term will begin on or about **07/01/2017 and continue through 06/30/2018**; or once all items are delivered, whichever occurs sooner. All warranty obligations of the product will be maintained for the specified time period noted in the specifications section of this ITB. Warranty dates will begin on the day the products are delivered to MNPS. In no event shall the term of the award exceed twelve (12) months.

x) **INSURANCE REQUIREMENTS**

Any Bidder receiving an award shall be required to provide proof of this insurance, in the form of a Certificate of Insurance. The Bidder must provide MNPS with original Certificates of Insurance within fifteen days of notification of award. General Liability and automobile liability policies must be endorsed to include Metro Nashville Public Schools as an additional insured with respect to liability arising out of work or operations performed by on behalf of the Bidder. The following insurance(s) shall be required:

- i. General Liability Insurance in the amount of one million (\$1,000,000) dollars
- ii. Automobile Liability Insurance in the amount one million (\$1,000,000) dollars (if Bidder will be making on-site deliveries)
- iii. Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees.)

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

17. **BIDDER, BY SIGNING AND SUBMITTING THIS BID,** does further declare, in determining the prices and/or amounts of the bid, that Bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act), and shall so indicate by signing and returning Attachment E (Certification of Independent Price Determination).
18. Bidder is entitled to protest to the MNPS Director of Purchasing in connection with this ITB or award therefrom. Bidder also has the right to appeal the decision of the Director of Purchasing to the Procurement Appeals Board. This appeal must be filed in accordance with MNPS Policy FMp 2.140.
19. The MNPS Director of Purchasing does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to make an award for some, but not all, of the articles or items in the ITB, and does further expressly reserve the right to waive minor irregularities. MNPS does not warrant or guarantee that an award will be made as a result of this ITB.
20. Price quoted must be the price for new merchandise that is free from defects.

21. Deliveries of all items shall be made as stated in the bid specifications. Deliveries resulting from this ITB are to be made during the normal working hours of MNPS. Time is of the essence and the Bidder's delivery date must be specified and adhered to. Should the Bidder fail to deliver items on or before its stated date, MNPS reserves the right to cancel the order or award. The Bidder shall be responsible for making any and all claims against carriers for missing or damaged items.
 22. Delivered items will not be considered "**accepted**" until an authorized agent for MNPS has, by inspection or test of such items, determined that they fully comply with specifications. MNPS may return, for full credit and at no expense to MNPS, any item(s) received which fail to meet the specifications as stated in this ITB.
 23. MNPS is exempt from federal and state taxes. Upon request, the Director of Purchasing will provide an exemption certificate to the Bidder. Vendors doing business with MNPS shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to MNPS, nor shall any vendor be authorized to use the MNPS Tax Exemption Number in securing such materials.
 24. If Bidder subcontracts any portion of the contract for any reason, it must provide, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information should be submitted with bid response; however, if not included, it shall be the responsibility of the Bidder to submit to the Director of Purchasing the subcontractor for approval prior to commencement of work. MNPS reserves the right to reject a bid response of any Bidder if, in the sole discretion of MNPS, the bid response names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under the award.
 25. Payment will be made by MNPS after commodities and/or services have been received, **accepted**, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number. Invoices can be submitted electronically or mailed by the bidder(s) to the Nutrition Services central office, 2601 Bransford Avenue, Nashville, Tennessee 37204. Any modification to payment processes must be approved by MNPS Nutrition Services.
 26. The Bidder must strictly comply with federal, state, and local laws, building codes, and safety codes. Equipment must meet all federal and state safety regulations for grounding of electrical equipment and for lockout/tagout processes.
 27. Bidder certifies that all material, equipment, processes, etc., contained in its bid response meets all OSHA, ANSI, NFPA and all other federal and state requirements. Bidder further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, processes, etc., into compliance shall be borne by the Bidder.
- Federal procurement requirements are contained within the Uniform Grant Guidance which can be found in 2 CFR Part 200.317 - .326. Follow the link [2 CFR Part 200.317 - 326](#) for more information about this grant guidance.

BIDDER REGISTRATION

Bidder is invited to complete Metro's On-line vendor registration prior to submitting a bid. Instructions for registering can be found at <http://www.mnps.org/dynimg/BRAAA/docid/0x7AC106C48C3524F4/4/Purchasing%2B-%2BSupplier%2BRegistration.pdf>.

If the successful bidder is not registered with the Metropolitan Government as a bidder, the bidder will be required to complete a Metro bidder application in order to receive award of the ITB. If the awardee does not return the completed application to Metro within 48 hours of its being sent, Metro may determine that the bidder shall be deemed non responsible and not be considered for award.

ATTACHMENT A

GENERAL SPECIFICATIONS

1. Please submit item pricing information in an Excel spreadsheet via flash drive or CD. The format of your spreadsheet will be provided in attachment D and is titled "Commodity Processing Item List 2017 – 2019."

Note: All food products offered on this bid must be documented with a Nutrition Fact label, an ingredient statement and/or a CN label or Product Formulation Statement on manufacturer's letterhead. The documentation MUST demonstrate how the product contributes to the meal pattern requirements and provide calorie, saturated fat, trans fat, and sodium contribution per serving.

2. ITB Description

This is an Invitation to Bid for a contract to provide for the processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final palatable end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS). The U.S.D.A. raw commodity product will be shipped from U.S.D.A. to the contractor.

3. Bid Award

Bid award will be made to bidder(s) providing the lowest responsive and responsible bid for each line item. Bidders must submit a CN label and data sheets as a part of the bid response packet. A bid response may be considered non-responsive if requested information is not included.

4. Delivery Requirements

All products purchased under any resulting contract(s) shall be shipped to a single location in the Middle Tennessee area. USDA establishes storage and distribution contracts. This information will be provided to bidder(s) when it is available. MNPS will not be responsible for supplying any labor, materials **or** equipment required for the off-loading and placement of items as directed. All commodity-processed items must be delivered on refrigerated trucks and arrive in a **FROZEN STATE**. Products showing evidence of thawing will be refused.

5. Orders

- A. All orders will be placed by the Nutrition Services Central Office. Personnel in individual schools may not place orders of any kind and may not change orders.
- B. Orders may be placed by Electronic Data Interchange (E.D.I.) or other electronic means if available. If E.D.I. is not available, all written orders must be picked up at the Nutrition Services Central Office, 2601 Bransford Avenue, Nashville, TN 37204. Orders will normally be available after 12:00 noon on Wednesday for deliveries the following week

6. Default

In the event an item is ordered but not delivered, the bidder is in default.

- A. In the event any item delivered by the bidder should fail to conform to specifications, or to the samples submitted by the bidder with their bid, the bidder is in default and MNPS may reject the product and it shall become the duty of the bidder to reclaim and remove the product without expense to MNPS. And if requested to, to replace all rejected items with product conforming to the specifications and/or samples.
- B. Should the bidder default MNPS may procure the products from other sources and may deduct from any monies due, or that may thereafter become due to the bidder, the difference between the price named in the bid and the

actual cost to MNPS. Prices paid by MNPS shall be considered the prevailing market price at the time the purchase is made.

- C. If at any time the bidder makes delivery that is not in accordance with the instructions, conditions, and specifications set forth by MNPS with the consent of said MNPS, such delivery will constitute grounds for the cancellation of the contract and/or the removal of this bidder as a supplier to MNPS for not less than one (1) year.

7. Cancellations and Substitutions

- A. No item is to be cancelled without the prior consent of the Nutrition Services Department.
- B. No substitutions of items, brands, grades, or packs are to be made without the prior consent of the Nutrition services Department. Any substitutions made by the bidder(s) without the prior consent of the nutrition services department may be refused.
- C. Bidder(s) is not to request authority to substitute unless the quality of the substitute is equal to or higher than the quality of the original items

8. Pricing and Unit Pack

- A. Prices are firm for the bid period and shall be quoted by the unit shown on the bid sheets.
- B. Prices shall not exceed two decimal places (No fractions of a cent)

9. Brand

Brand names and item numbers included in the item descriptions indicate the only acceptable product options.

10. Bid Requirements and Regulatory Guidance.

Bidder must be able to demonstrate the ability to satisfactorily complete all bid requirements as outlined. Nutrition standards, regulations and policy memos that guide the district's implementation and compliance with the Healthy, Hunger-Free Kids Act are located at the following link: <http://www.fns.usda.gov/cnd/Governance/Legislation/nutritionstandards.htm>. As regulations change, additional information will be posted there. As regulations change, there may be a need to revise product requirements. MNPS Nutrition Services reserves the right to delete or add products to comply with meal pattern regulations. Items added must be priced according to the pricing structure specified in this I.T.B.

- Food products and ingredients used to prepare school meals must contain zero grams of trans fat (less than 0.5 grams) per serving. Documentation for food products and food ingredients must indicate zero grams of trans fat per serving. The Nutrition Facts panel must indicate zero trans fat. Meats that contain a minimal amount of naturally occurring trans fat are allowed. By signing and submitting this bid document a bidder certifies that each product being offered for consideration, unless otherwise noted on a product's line item description, contains less than 0.5 grams of trans fat per standard serving and is documented as such on the manufacturer's product label. Any item containing 0.5 g or more of trans fat and displayed as such on the manufacturer's product label must be verified as naturally occurring on an accompanying nutrition statement. Bidder must declare the number of grams of trans fat per serving.
- Items will be considered for award within the provisions of the Buy American regulation. This legislation defines "domestic commodity or product" as one that is produced in the United States and is 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 over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. By submitting a bid, the bidder is implicitly certifying its compliance with this requirement. Mark items you are bidding on as domestic or non-domestic.
- 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 of \$100,000.
 - A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
 - A Non-Collusion Affidavit must be submitted with bid response.
 - Certification of Independent Price Determination must be submitted with bid response.
11. Estimated Dollar Volume and Estimated Quantities. The estimated dollar volume will be based on the estimated quantities in this bid. The estimated quantities in this bid are our best estimates representing one year of anticipated purchases, but are not guaranteed. The actual order quantities may be more or less than the estimated quantities. The estimated quantities do not take into account inclement weather days that may cause school closings. Bidder(s) must deliver the quantities ordered.
12. Bidder's Facilities and Record Retention. Bidders submitting bids must have adequate facilities and equipment to meet delivery requirements. Bidders' facilities may be inspected by representatives of Metro Public Schools or their designees. The successful bidder will retain all books, records and other documents relative to this agreement for five (5) years after final payment of each annual contract cycle. The district, its authorized agents, and/or state/federal representatives shall have full access to, and the right to, examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
13. Damaged Merchandise
The USDA Commodity Distribution Center will not accept crushed cartons or any damaged merchandise.
14. Summary of Items Delivered
Within 30 days of the last delivery covered by this bid, bidder shall furnish a list of all items delivered to all schools during the term of the bid. The list shall include:
- 1) Delivery period (term of bid).
 - 2) Description of item delivered including pack and brand name.
 - 3) Total number of units of each item delivered for the entire bid period.
 - 4) Unit prices of each item.
 - 5) Total price of each item.
 - 6) Total price of all items.
- The list shall be the net totals delivered to all schools. A breakdown of items by week or by school is not required.

Note: General Comments and Specifications should be read carefully by all interested bidders. IF a BIDDER fails to provide required information with the bid submission or the information is inadequate or inaccurate then the bid will be deemed non-responsive and will not be evaluated for award.

**ATTACHMENT B
BIDDER INFORMATION**

All Bidders are to complete this form in order to be responsive. **(Please Print or Type)**

Company Name: _____ Contact: _____

Address: _____ City/ST/Zip: _____

Phone: _____ Fax: _____ Email: _____

Company Federal Tax ID # _____

Experience: Number of years the company has been in business: _____

References: (a) List accounts you have recently supplied items similar to those listed on this ITB.

<u>Account</u>	<u>Years Supplied</u>
_____	_____
_____	_____
_____	_____

**THIS BID RESPONSE SHALL BE REJECTED IF SIGNATURE IS NOT PROPERLY NOTARIZED AND
AFFIXED WHERE INDICATED**

Authorized Signature and Date: _____

Name Printed and Title: _____

Personally appeared _____, who is the _____
of _____ and as such is authorized to execute this document.

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public: _____ My Commission Expires: _____

**ATTACHMENT C
BID RESPONSE**

See the attached Spreadsheet Titled “Commodity Processing Item List 2017 – 2019” Input your bid information on the spreadsheet enclosed with the bid. Please input and edit information in the columns indicated with “Bidder Response.” Provide that spreadsheet via flash drive or CD along with this document.

ACCEPTANCE

Accepted as to items numbered _____ Date _____

Director of Purchasing

Discount (No discount under thirty (30) days will be considered)

_____ % 30 days _____ % (__th) prox.

If the Contract is awarded, the price(s) will be in effect for the length of the Contract.

If this is a one-time open market purchase, will awarded bidder honor price(s) for other Metropolitan Government agencies?
Yes No

Will awarded bidder honor price(s) for other local governments and Local Education Authorities in Tennessee? Yes No

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within 20 days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item, and unless otherwise specified, within 35 days after receipt of order.

**ATTACHMENT D
STATEMENT OF NO BID**

MNPS Nutrition Services General Supplies Bid

ITB #

If bidder is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to:

**Purchasing Department
Metro Nashville Public Schools, Room A112
2601 Bransford Ave, Nashville, TN 37204**

Name of Firm: _____

Address: _____

Signature: _____

Telephone Number: _____ Date: _____

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

- Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the ITB.
- Our schedule would not permit us to perform.

Remarks: _____

ATTACHMENT E

AFFIDAVIT FOR CLAIMING STATUS AS A DISADVANTAGED BUSINESS

BIDDER, AFTER BEING FIRST DULY SWORN, AFFIRMS THAT IT IS A DISADVANTAGED BUSINESS AS DEFINED BY THE CODE OF LAWS OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY TENNESSEE AND THE REGULATIONS THERETO.

AS DEFINED IN SECTION 4.44.01 0 OF THE METROPOLITAN CODE OF LAWS;

“Disadvantaged Business” means a small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantage or disability.

BIDDER CLAIMS STATUS AS:

- MINORITY-OWNED SMALL BUSINESS _____
- WOMEN-OWNED SMALL BUSINESS _____
- DISABLED-OWNED SMALL BUSINESS _____

BIDDER CLAIMS STATUS AS A MINORITY-OWNED SMALL BUSINESS AS BEING:

- AFRICAN AMERICAN-OWNED SMALL BUSINESS _____
- HISPANIC AMERICAN-OWNED SMALL BUSINESS _____
- ASIAN AMERICAN-OWNED SMALL BUSINESS _____
- NATIVE AMERICAN-OWNED SMALL BUSINESS _____

NAME OF FIRM

AUTHORIZED SIGNATURE

SOLICITATION NO.
(if applicable)

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC, FOR THE ABOVE STATE AND COUNTY, ON THIS

_____ DAY OF _____ 200__ .

Notary Public
My Commission Expires _____

Note: If status above has been certified by one or more other Government Entities, please attach copy(s) of said certification(s) to this affidavit.

ATTACHMENT F
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

(B) Each person signing this offer certifies that:

1. He or she is the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(3) above;

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

Signature of Bidder's Authorized Representative

Title

Date

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

Signature of Bidder's Authorized Representative

ATTACHMENT G
Certification Regarding Debarment or Suspension

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Bidders submitting a bid response:

1. The Bidder certifies, to the best of its knowledge and belief, that neither the Bidder nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
2. Principals, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Bidder shall provide immediate written notice to the Metro Nashville Public Schools Director of Purchasing if, at any time prior to award, the Bidder learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Bidder rendered an erroneous certification, in addition to other remedies available to Metro Nashville Public Schools, the Metro Nashville Public Schools Director of Purchasing may terminate the award resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____ / _____

ATTACHMENT H Certification Regarding “Buy American” Requirements

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

This provision is to be followed by SFAs and/or entities that are purchasing on behalf of SFAs. Some examples of entities purchasing on behalf of SFAs include: food service management companies, group purchasing organizations, or cooperatives of schools purchasing shared goods and services, or through an inter-entity agreements, etc.

The two-part test for a domestic manufactured end product is: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed **51 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.

There are few exceptions to the Buy American provision and these exceptions should be used as a last resort. As originally outlined in the 2012 guidance exceptions to the Buy American provision are:

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

If you are bidding any non-domestic items meeting the exception criteria above please submit those items on a spreadsheet formatted in the following manner:

Requested Waiver Items

Product Description	Bidder Item #	Reason for Waiver Request

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

Date _____

Bidder Name _____

Completed By _____

ATTACHMENT I

Non-Collusion Affidavit

Instructions for Non-Collusion Affidavit

1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.
2. This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**ATTACHMENT I cont.
Non-Collusion Affidavit**

State of _____: Contract/Bid No. _____

County of _____:

I state that I am _____ of _____
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximately price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, officers, directors
(Name of my Firm)
and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges
(Name of my Firm)

that the above representation are material and important and will be relied on by

_____ in awarding the contract(s) for which this
(Name of Public Entity)

bid is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____ of the true facts relating to _____ (Name of Public Entity) for this contract.

(Name and Company Position)

SWORE TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 19____

NOTARY PUBLIC
My commission expires:

ATTACHMENT J

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 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 subrecipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official