



**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 PROCUREMENT 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: 5/22/2018

ITB TITLE: Bread (Fresh or Frozen)

COMMODITY CODE(S): 5018

MNPS CONTACT: Stephen Pitman

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

E-MAIL ADDRESS: Stephen.Pitman@mnps.org

All bid responses must be received and time-stamped in the MNPS Procurement Department by no later than Friday, June 22, at 2PM Central, on at which time all bids will be publicly opened and read aloud.

SUBMIT SEALED BID RESPONSE TO:

**Metropolitan Nashville Public Schools
Attn: Stephen Pitman
Procurement 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. The submission of a bid is an official waiver of claims of confidentiality. All offers are public record

NOTICE TO PROPOSERS

There may be one or more amendments to this ITB. Amendments to this ITB will be added to the ITB posting on the MNPS web site at <https://www.mnps.org/current-contract-bid-and-rfi-opportunities> and will be transmitted by email to companies so requesting. If your company desires to receive copies or notices of any such amendments and other communications issued specific to this ITB, you must provide the information requested below to Stephen.Pitman@mnps.org.

ITB number	18-9
Company name	_____
Mailing address	_____

Phone number	_____
Contact person	_____
Email address	_____

NOTICE TO BIDDERS

Any changes to this ITB will be posted as Amendments on the Metro Nashville Public Schools Procurement web site.

([http://www.mnps.org/pages/mnps/About Us/Departments/Procurement/Bid on current procurements](http://www.mnps.org/pages/mnps/About%20Us/Departments/Procurement/Bid%20on%20current%20procurements)).

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 ensuring 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 Procurement Department, the Bidder must submit all bid responses on the bid response form(s) provided with this ITB.**
2. Any Bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in writing no later than **Friday, June 15, at 2PM Central.** Any information provided by MNPS to a Bidder concerning this ITB shall be in the form of a written addendum furnished to all Bidders. A pre-bid opening meeting is scheduled for **Friday, June 8, at 10AM in Human Capital Conference Room Floor 1. The address is 2601 Bransford Ave. Nashville, TN 37204.**
3. All bid responses must be typewritten or written legibly in ink 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.
4. This award will be made to the bottom line low bidder that is deemed both responsive and responsible.
5. 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.
6. 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.
7. 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.
8. 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. All bid documents (signed bid and amendments, item pricing sheet, CN labels, product formulation sheets, etc.) must be provided in electronic format on a flash drive. Print copies of the bid document and signed amendments are also required.
9. **MNPS will not accept bid responses submitted by fax or electronic mail.**
10. 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. Must possess the ability, capacity, skill, licenses, and financial resources to provide the services outlined in this ITB.

11. 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.
12. Certain mistakes in a bid response may be corrected so long as the intended correct bid response is clearly evident.
13. 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 Procurement, 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.**
14. **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 submission of a proposal is an official waiver of claims of confidentiality. All offers are public record.
 - b) 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.
 - c) 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.
 - d) 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.
 - e) 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.
 - f) 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.
- g) These terms may be modified only by written amendment executed by all parties and their signatories hereto.
- h) 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.
- i) 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.
- j) 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.
- k) 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.
- l) 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.
- m) 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).
- n) 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 E (Certification Regarding Debarment or Suspension)** with the bid.
- o) 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. 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. The records shall be maintained in accordance with generally accepted accounting principles.
- p) 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.
- q) 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.
- r) 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.
- s) 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. (**Equal Opportunity Employment Compliance Statement**)
- t) 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. **(Assurance of Ethical Practices)**

- u) 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. **(Assurance of Ethical Practices)**
- v) 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. **(Assurance of Ethical Practices)**
- w) 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. **(Assurance of Ethical Practices)**

x) **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 **07/25/2018 and continue through 07/30/2020** 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.
- ii. MNPS reserves the right to extend the contract by one (1) year by notifying the vendor 60 days prior to contract end date.
- iii. In no event shall the term of the award exceed three (3) years.

y) **PROSPECTIVE PRICE ESCALATION / DE-ESCALATION**

- i. Bidder must petition for a price re-determination no later than June 15th for the following year. Requests for price increases after this date will not be considered.
- ii. Petition for price increases must be made in writing and sent to both the executive director and business manager of MNPS Nutrition Services. Both electronic and paper forms of communication are acceptable.
- iii. Price re-determination may result in both price increases and decreases.
- iv. All price increases must be based upon product cost only.
- v. All price increases must be approved by executive director of MNPS Nutrition Services.
- vi. Documentation from the manufacturer and/or published price sheets is required to support requests for price increases
- vii. All price increases are capped at 10% of the firm bid price over the life of the contract.
- viii. Price increases shall not exceed the annual % changed data reflected on the applicable year Produce Price Index (PPI) data table (non-seasonally adjustment Jan. – Dec.), PPI Tables, subcategories:

Category Name	Industry Product Code (Subcategory)
Bakery Secondary products	311812-S

z) **CREDENTIALING REQUIREMENTS**

MNPS has engaged ERC to provide contractor credentialing services. ERC will notify all awardees of MNPS contracts exceeding \$100,000 in value that they are required to enroll, at contractor’s expense, annually in the ERC credentialing program. Annual enrollment rate as of December 2017 was \$150 per year. In addition to the annual enrollment, the submission of required documents is a material requirement of any resulting contract.

aa) **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.)

Bidder must also assure that any subcontractors of Bidder who perform work under this Contract maintain the same insurance coverages and limits as are required if Bidder.

bb) **CRIMINAL BACKGROUND CHECKS.** Bidder shall comply, and shall assure that any of its subcontractors performing work under this Contract 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.

15. **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 D (Certification of Independent Price Determination).**
16. Bidder is entitled to protest to the MNPS Director of Procurement in connection with this ITB or award therefrom. Bidder also has the right to appeal the decision of the Director of Procurement to the Procurement Appeals Board. This appeal must be filed in accordance with MNPS Policy FMp 2.140.
17. The MNPS Director of Procurement 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.
18. Price quoted must be the price for new merchandise that is free from defects.
19. Deliveries of all items shall be made as stated in the bid specifications. 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.

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.
20. 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.
21. All deliveries made pursuant to this ITB must be made pursuant to a written purchase order from MNPS nutrition services department. **MNPS assumes no liability for goods and/or services provided without a written purchase.** Unless otherwise specified in this ITB, delivery charges are to be prepaid and included in the bid price.
22. MNPS is exempt from federal and state taxes. Upon request, the Director of Procurement 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.
23. 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 Procurement 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.

Payment will be made by MNPS after goods and/or services have been received, **accepted**, and properly invoiced as indicated in this ITB 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.

24. 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.
25. 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.
26. **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/Procurement%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 USB flash drive. The format of your spreadsheet will be provided in attachment C and is titled "MNPS Bread Items 2018 – 2020." In addition to the cost spreadsheet MNPS requests nutritional information on each of the products for which the vendor placed a bid. This information can take the form of a CN label, Product Formulation sheet, or Nutrition Fact Label, Ingredient Statement, etc. The nutritional information must be in electronic PDF format and be labeled clearly with the bid item number as shown on the MNPS Bread Items cost spreadsheet. The nutritional information should be provided on the same flash drive as the cost sheet. Bidder must include on flash drive scanned signed copies of requested documents as separate document.

2. ITB Description
You are requested to bid to furnish bread items (fresh or frozen) as needed for all Metro Nashville Public Schools.

3. Evaluation & Evaluation of Bid
The award will be to the bidder offering a bid that best meets goals and objectives of MNPS Nutrition Services, is the bottom line low bidder, and is deemed both responsive and responsible. This ITB is a fixed price bid, with an annual option for price re-determination.

Total bottom line cost of the bid will be determined by multiplying each total unit cost multiplied by the estimated usage figure and adding the extended dollar figures. In the event a bidder fails to quote a price on an item, the highest price for that item from all bids received will be inserted to calculate the bottom line price. MNPS will recalculate usage and line extensions to make necessary conversions for differences in pack size, case weights, etc. If a price quote reflects a pack other than the pack specified, the pack must be noted on the bid for conversion in bid evaluation. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

Bidders must bid on all items with an asterisk in order to be considered. See information in this I.T.B regarding Buy American. Items will be considered for award within the provisions of the Buy American regulation. Bidders should provide all requested information (i.e. product code numbers, package weights) for items being bid.

4. Delivery Information
 - A. Delivery schedules will be determined prior to the start of each school year and follow that same schedule for the entirety of that school year. Changes to this delivery schedule can only be approved by executive director, assistant director, or business manager of Nutrition Services.
 - B. Deliveries must occur at each school cafeteria as needed Monday – Friday. This may require multiple deliveries for some schools each week. Deliveries shall be made between 5:45 am and 2:00 pm in all schools.
 - C. The bid awardee will work with MNPS Nutrition Services to develop a delivery schedule conducive to meeting the logistical needs of both the vendor and the schools that MNPS Nutrition Services serve. This shall be completed within 30 days of the bid award and prior to initial delivery.
 - D. The delivery schedule will be evaluated prior to the beginning of each school year to determine appropriate changes, if any.
 - E. 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.
 - F. All foods are to be delivered with no evidence of damage. The bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged at no charge.
 - G. Each school cafeteria 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 a credit memo issued.
 - H. MNPS Nutrition Services 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.
 - I. A list of schools along with opening and closing times of the cafeterias is located in this document, attachment K.

J. Please see dates below tentative school closures; deliveries will not be accepted on these days.

- Labor Day
- Fall Break
- Thanksgiving Holiday
- Winter Break
- Martin Luther King Jr. Birthday Holiday
- President's Day
- MNPS In-Service
- Spring Break

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 will be placed electronically and will normally be available after 12:00 noon on Wednesday for deliveries the following week.
- C. Emergency orders of special orders may be given in writing or be telephoned to a bidder by the Nutrition Services Central Office. Bidder must furnish emergency or special service when requested.

6. Invoices and Payments

Payment will be made from signed, stamped delivery invoices, not from statements. Upon delivery, bidder shall have the cafeteria manager sign, date, and rubber stamp three copies of the delivery invoice. The delivery invoice must include the school name and location number, the date of delivery, the invoice number, and all items purchased with correct quantities, extensions, and totals. One signed copy shall be given to the cafeteria manager, another signed copy will be retained by the vendor, and one signed copy shall be mailed or delivered by the bidder to the Nutrition Services Central Office, 2601 Bransford Avenue, Nashville, Tennessee 37204. Signed invoices for one week's deliveries to all cafeterias shall be forwarded to the Nutrition Services Office in a batch, summarized. Payment for a week's deliveries to all schools will be made after all invoices for all schools for that week's deliveries have been received and verified. Missing and/or incorrect invoices may delay payment for a week's deliveries and for subsequent week's deliveries. Payment terms as established by the Metropolitan Government Division of Finance are net 30 days.

MNPS Nutrition Services has various grant programs that require certain expense allocations. To this end all invoices must list the program they are associated with. This will be indicated on the purchase order. At this time the programs that MNPS has are: General, Supper, FFVP, and SFSP.

7. Additions and Deletion of Items

Items listed are those that are anticipated to be purchased. MNPS Nutrition Services may add or delete items. When items are added, the price structure will be bidder acquisition cost plus a fixed fee for delivery. The fixed fee will \$2.00 per case. MNPS Nutrition Services and the bidder will mutually agree on the price and fixed fee for delivery prior to amending the contract to add additional items.

A. For purposes of this ITB MNPS defines vendor acquisition cost as the actual cost of the product itself from the manufacturer plus any shipping, delivery, or handling costs associated with getting the product from the manufacturer to the vendor facility.

B. If MNPS desires to delete items during the contract term this will be done through written (email included) communication with the vendor. MNPS will not be responsible for any unused or unsold items the vendor may have in stock at time of cancellation notice.

8. 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 pack sizes 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 to substitute unless the quality of the substitute is equal to or higher than the quality of the original items or the original product is no longer available.
- D. When requesting to substitute products the bidder must provide formal request with reasoning for substitution and samples of replacement products to the executive director of MNPS Nutrition Services for approval.

9. Brand / Grade / Pack

- A. Brand (As Applicable), Grade, and Pack must be indicated on bid sheets by bidder.
- B. Upon request, bidders will furnish the Metro Board of Education United States Department of Agriculture certificates or United States Department of Commerce certificates for grade when quality is questioned. Any expenses incurred in obtaining grade certification and/or conformance to specifications is the responsibility of the bidders. Bidders certify by their signature on their bid that all products offered meet or exceed the specifications and grade for each item. Bidder is responsible for furnishing certified proof of grade or specification on any item when requested. Failure to comply with such request may result in the item being eliminated from consideration and/or order and purchase of the item under "Default" provisions.
- C. Bidder may offer alternate items, grades, and/or pack sizes if the alternate is clearly indicated on the bid sheet. Bidder may bid more than one product for an item.

11. 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.

A. 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.

- All CN Labels, Product Formulation Statements, Nutrition Fact Labels, and/or Ingredient Statements must be provided on the same flash drive as the Nutrition Services Item List with your bid prices.
- All CN Labels, Product Formulation Statements, Nutrition Fact Labels, and/or Ingredient Statements must clearly indicate the bid item sequence number that it is referring to. For example, If a CN label is provided for item one (1) on the item list that CN label must have Item One (1) clearly listed on the CN label.

B. Pricing included on bid shall not exceed two decimal places (no fractions of a cent).

Bidders must provide all certificates/signed statements for the requirements below

- 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 regarding Disclosure of Lobbying Activity must be signed for all contracts of \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.

12. 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.

MNPS will be under no obligation to purchase any quantity of items based on the estimated dollar volume and/or estimated quantities listed within this ITB.

13. Damaged Merchandise

Metro Schools will not accept crushed cartons or any damaged merchandise.

14. Summary of Items Delivered

Within 14 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.

15. Discounts, Credits, and Rebates

All manufacturer discounts, credits, and/or rebates must be passed thru to MNPS.

16. Samples

MNPS may request that bidders furnish samples of any and all products submitted for bid. If samples are requested they shall be provided at no cost to MNPS. The samples must be identified by bidder name, product name, and manufacturer's product number. The data provided shall be a nutrition fact label, an ingredient statement, and/or a CN label or Product Formulation Statement on manufacturer's letterhead, and preparation instructions. If samples are delivered by a broker, the bidder is responsible for providing the the broker all information necessary to assure that the sample is complete. Samples not available as specified may prevent award. Broken cases, unsealed boxes, and samples without a manufacturer's lable will not be accepted. Samples that are requested shall be delivered to the Metro Board of Education kitchen located at 2601 Bransford Avenue, Nashville Tennessee 37204.

Submission of a sample for review does not guarantee approval of product or award of bid.

*Please provide samples of the items on the spreadsheet marked "Sample Required" on the bid opening date.

17. 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 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.

18. Remedies for Default

- A. MNPS Nutrition Services will notify the bidder of default and reasoning for being considered in Default. Once notified the bidder will have seven business days to address the default determination and remedy the cause.
- B. If after seven business days the default determination by MNPS Nutrition Services has not been resolved or addressed to MNPS' satisfaction a formal letter may be sent to the bidder expressing the reasoning for the default determination. Along with the reasoning for the default determination this letter may include other information such as suggested resolutions, time frames for resolution, etc.
- C. If after thirty days the reasoning for the default determination has not been resolved / addressed to MNPS' satisfaction MNPS reserves the right to start contract Termination for Breach procedures.

19. Termination

Termination for Breach. Should Bidder fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, MBPE shall have the right to immediately terminate the contract. Such termination shall not relieve Bidder of any liability to MBPE for damages sustained by virtue of any breach by Bidder. Bidder shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to Bidder and is not dismissed within thirty (30) days.

Termination for Funding. In the event MBPE, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, MBPE may exercise one of the following alternatives: (1) terminate this Contract effective upon a date specified in a Termination Notice; or (2) continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding. Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MBPE shall not face any liability or penalty as a result of such termination or reduction of this Contract.

Termination for Convenience. MBPE may terminate this Contract at any time upon thirty (30) days written notice to Bidder. Bidder shall be paid in full for all authorized expenditures and any goods or services satisfactorily provided to date, but in no case shall MBPE be liable to Bidder for compensation for any good or service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MBPE. The final decision as to the amount, for which MBPE shall be liable, shall be determined by MBPE. Bidder shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MBPE's exercise of its right to terminate for convenience.

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**

Please submit item pricing information in an Excel spreadsheet via USB flash drive. The format of your spreadsheet has been provided as part of this ITB package and is titled "Bread Item List 2018-2020" All items marked as a mandatory item must have a bid price or the proposal will be automatically disqualified. Vendor must also include scanned signed copies of all documents requested as separate document on USB flash drive.

ACCEPTANCE

Accepted as to items numbered _____ Date _____

Director of Procurement

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 60 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 60 days after receipt of order.

**ATTACHMENT D
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 E
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 Bidder 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-purchasing programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-Purchasing 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 Procurement 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 Procurement may terminate the award resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____ / _____

Attachment G Certification of Compliance with Federal Civil Rights Law

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, _____ (insert company name) does not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, 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 of its activities or services. Additionally, _____ (insert company name) is an equal opportunity employer and does not discriminate in its hiring or employment practices

Printed Name of Representative:

Signature/Date: _____ / _____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or EIN No: _____

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 (Use additional sheet if chart below is not enough)

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 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

ATTACHMENT J (IF APPLICABLE)

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 K
LIST OF SCHOOLS WITH OPENING AND CLOSING TIMES

LOC.	SCHOOL	SCHOOL ADDRESS	OPENING TIME	CLOSING TIME
496	A. Z. Kelly ES	5832 Pettus Road, Antioch 37013	6:00AM	2:00
422	Academy at Hickory Hollow	5248 Hickory Hollow Pkwy, Antioch, TN 37013	6:00AM	2:00
211	Academy at Old Cockrill (Cockrill)	49th Avenue North, Nashville TN 37209	6:15AM	1:45
613	Academy at Opry Mills (McGavock)	433 Opry Mills Drive, Nashville, TN 37214	5:30AM	1:00
375	Alex Green ES	3921 Lloyd Lane, Whites Creek 37189	6:30AM	2:00
105	Amqui ES	319 Anderson Lane, Madison 37115	5:30AM	1:30
460	Andrew Jackson ES	110 Shute Lane, Old Hickory 37138	6:00AM	1:30
110	Antioch HS	1900 Hobson Pike, Antioch 37013	5:30AM	1:30
111	Antioch MS	5050 Blue Hole Road, Antioch 37013	6:30AM	2:00
577	Apollo MS	631 Richards Road, Antioch 37013	6:00AM	2:00
116	Bass ALC	5200 Delaware Avenue, Nashville, TN 37209	7:45AM	1:15
117	Bass Transition (Park Avenue)	5200 Delaware Avenue, Nashville, TN 37209	7:45AM	1:15
130	Bellevue MS	655 Colice -Jeanne Road, Nashville, TN 37221	6:30AM	2:30
135	Bellshire Design ES	1128 Bell Grimes Lane, Nashville 37207	6:00AM	1:00
142	Big Picture HS (Park Avenue)	160 Rural Avenue, Nashville, TN 37209	7:30AM	2:30
118	Brick Church Prep MS	2835 Brick Church Pike, Nashville, TN 37207	6:30AM	2:00
165	Buena Vista ES	1531 9th Avenue North, Nashville 37208	6:00AM	1:30
175	Caldwell ES	401 Meridian Street, Nashville 37203	6:30AM	1:30
419	Cambridge ELC Pre-K	2325 Hickory Highlands, Antioch, TN 37211	6:30AM	1:30
181	Cameron College Prep MS	1034 First Avenue South, Nashville 37210	5:00AM	1:30
184	Cane Ridge ES	3884 Ashford Trace, Antioch 37013	6:00AM	2:00
182	Cane Ridge HS	12848 Old Hickory Blvd, Antioch 37013	6:00AM	2:00
185	Carter Lawrence ES	1118 12 th Avenue S., Nashville 37204	6:30AM	1:30
186	Caza Azafran ES (trans. Fall Hamilton)	2195 Nolensville Pike, Suite #3 Nashville TN 37211	7:30AM	1:30
200	Chadwell ES	321 Port Dr., Madison 37115	6:30AM	2:00
205	Charlotte Park ES	480 Annex Avenue, Nashville 37209	6:00AM	1:30
784	Churchwell ES	1625 D.B. Todd Jr Blvd, Nashville 37218	7:30AM	2:00
215	Cockrill ES	4701 Indiana Avenue, Nashville 37209	6:15AM	1:45
225	Cole ES	5060 Colemont Drive, Antioch 37013	6:00AM	1:30
448	Cora Howe ES	1928 E. Greenwood, Nashville 37206	6:00AM	1:00
235	Crieve Hall ES	498 Hogan Road, Nashville TN 37220	6:30AM	1:30
238	Croft MS	482 Elysian Fields Road, Nashville 37211	7:00AM	2:00
240	Cumberland ES	4247 Cato Road, Nashville TN 37218	6:30AM	2:30
560	Dan Mills ES	4106 Kennedy Avenue, Nashville 37216	6:30AM	2:30
252	Dodson ES	4401 Chandler Road, Hermitage 37206	6:00AM	1:30

260	Donelson MS	110 Stewarts Ferry Pike, Donelson TN 37214	6:30AM	2:15
265	Dupont ES	1311 Ninth Street, Old Hickory 37138	6:00AM	1:30
270	Dupont Hadley MS	1901 Old Hickory Blvd, Old Hickory 37138	6:30AM	2:15
275	Dupont Tyler MS	431 Tyler Drive, Hermitage 37076	5:45AM	1:30
278	Eagle View ES	1470 Eagle View Blvd, Antioch, TN 37013	6:00AM	1:00PM
280	Eakin ES	2500 Fairfax Avenue, Nashville 37212	6:30AM	2:15
286	East End Prep ES	1460 McGavock Pike, Nashville 37216	6:00AM	1:30
290	East Literature Magnet HS	110 Gallatin Road, Nashville 37206	6:30AM	2:45
296	East Literature MS	2000 Greenwood Avenue, Nashville, TN 37206	6:00AM	1:30
308	Fall-Hamilton ES Opt.	510 Wedgewood Avenue, Nashville 37203	6:30AM	2:15
315	Gateway ES	1524 Monticell Avenue, Madison TN 37115	6:30AM	1:30
320	Glenciff ES	120 Antioch Pike, Nashville 37211	6:00AM	1:30
325	Glenciff HS	160 Antioch Pike, Nashville 37211	5:00AM	1:00
330	Glendale ES	800 Thompson Avenue, Nashville 37204	6:15AM	1:30
335	Glengarry ES	200 Finley Drive, Nashville 37217	6:00AM	1:30
340	Glenn ES OPT.	322 Cleveland Street, Nashville 37206	6:30AM	1:30
345	Glenview ES	1020 Patricia Drive, Nashville 37217	6:00AM	1:30
350	Goodlettsville ES	514 Donald Street, Goodlettsville 37072	6:00AM	1:15
355	Goodlettsville MS	300 Main Street, Goodlettsville, TN 37072	6:00AM	1:30
360	Gower ES	650 Old Hickory Blvd, Nashville 37209	6:30AM	2:15
365	Gra-Mar MS	575 Joyce Lane, Nashville 37216	6:30AM	2:30
370	Granbery ES	5501 Hill Road, Brentwood 37027	6:30AM	2:30
434	H. G. Hill MS	150 Davidson Road, Nashville 37205	6:30AM	2:15
395	Harpeth Valley ES	7840 Learning Lane, Nashville 37221	6:30AM	1:30
397	Harris Hillman K-12	1706 26th Ave, South, Nashville 37212	6:30AM	1:30
230	Hattie Cotton ES	1033 W. Greenwood Avenue, Nashville 37266	6:00AM	1:30
400	Haynes MS	510 W. Trinity Lane, Nashville 37207	6:30AM	2:15
405	Haywood ES	3790 Turley Drive, Nashville 37211	6:30AM	2:15
410	Head MS Magnet	1830 Jo Johnston, Nashville 37203	6:00AM	2:15
552	Henry Maxwell ES	5535 Blue Hole Road, Antioch 37013	5:30AM	1:30
415	Hermitage ES	3800 Plantation Drive, Hermitage 37076	6:00AM	2:30
420	Hickman ES	112 Stewarts Ferry Pike, Donelson 37214	6:00AM	2:15
435	Hillsboro HS	3812 Hillsboro Road, Nashville 37215	6:00AM	1:30
440	Hillwood HS	400 Davidson Road, Nashville 37205	5:30AM	1:30
451	Hull Jackson Montessori ES	1015 Kellow Street, Nashville 37208	6:00AM	2:30
450	Hume-Fogg Magnet HS	700 Broadway, Nashville 37203	5:30AM	1:00
452	Hunters Lane HS	1150 Hunters Lane, Nashville 37207	5:30AM	2:15
783	I. T. Creswell Mag MS	3500 John Mallette Drive, Nashville 37218	6:30AM	2:30
455	Inglewood ES	1700 Riverside Drive, Nashville 37216	6:00AM	2:30
510	Isaac Litton MS	4601 Hedgewood Drive, Nashville 37216	6:30AM	2:30
152	Ivanetta Davis (Bordeaux ES)	1910 S. Hamilton Road, Nashville 37218	6:00AM	2:30
310	J. E. Moss ES	4701 Bowfield Drive, Antioch TN 37013	6:00AM	2:15
563	J. T. Moore MS	4425 Granny White Pike, Nashville 37204	7:00AM	1:30
120	Jere Baxter MS	350 Hart Lane, Nashville, 37207	7:00AM	2:30
465	Joelton ES	7141 Whites Creek Pike, Nashville 37080	6:00AM	1:00
470	Joelton MS	3500 Old Clarksville Way, Nashville 37080	6:30AM	1:30
285	John Early Paideia MS	1000 Cass Street, Nashville 37208	6:30AM	1:30

615	John Overton HS	4820 Franklin Road, Nashville 37220	5:30AM	2:15
498	John. F. Kennedy MS	2087 Hobson Pk. Antioch 37013	7:00AM	2:15
480	Johnson ALC HS	1200 2nd Avenue South, nashville 37208	6:30AM	2:30
485	Jones Paideia ES	1800 9th Ave. North, Nashville 37207	6:00AM	1:30
380	Julia Green ES	3500 Hobbs Rd, Nashville 37215	6:30AM	2:15
499	KIPP Acad Nashville ES (KANES)	1000 Sevier Street, Nashville 37206	5:45AM	1:45
502	KIPP Acad Nashville MS.	123 Douglas Ave, Nashville 37207	6:00AM	1:30
504	KIPP Nashville Col HS.	123 Douglas Ave, Nashville 37207	6:00AM	1:30
501	KIPP Nashville Col Prep ES. @ Ewing Park	3410 Knight Dr, Nashville 37207	6:30AM	1:30
503	KIPP Nashville Col Prep MS. @ Ewing Park	3410 Knight Dr, Nashville 37207	6:30AM	1:30
122	Lakeview ES	455 Rural Hill Road, Nashville, TN 37217	6:00AM	2:15
508	Lead Academy Upper (@ Cameron)	1034 First Avenue South, Nashville TN 37210	5:00AM	1:30
507	Lead Preparatory Southeast MS	531 Metroplex Drive, Nashville, TN 37211	6:30AM	2:15
520	Lockland ES	105 South 17th Street, Nashville 37206	6:30AM	1:30
497	M. L. King HS	613 17th Avenue N., Nashville 37203	6:00AM	1:30
545	Madison MS	300 West Old Hickory Blvd, Madison TN 37115	6:45AM	1:45
550	Maplewood HS	401 Walton Lane, Nashville TN 37207	5:30AM	1:00
100	Margaret Allen MS	500 Spence Lane, Nashville 37210	6:00AM	2:30
530	McGavock ES	275 McGavock Pike, Donelson 37214	6:00AM	2:15
532	McGavock HS	3150 McGavock Pike, Donelson 37214	5:30AM	1:00
535	Mckissack HS	915 38th Avenue North, Nashville TN 37209	7:00AM	2:30
541	McMurray Annex MS.	4917 Nolensville Road, Nashville 37211	6:30AM	1:30
540	McMurray MS	520 McMurray Drive, Nashville 37211	6:30AM	1:30
555	Meigs Middle MS	713 Ramsey Street, Nashville 37206	6:30AM	1:30
562	Middle College High (@Hillwood)	120 White Bridge Rd, Nashville TN 37209	5:30AM	1:30
564	MNPS Middle ALC (@Johnson)	1200 2nd Avenue South, nashville 37208	6:30AM	2:30
576	Mt. View ES	3820 Murfreesboro Road, Antioch 37013	6:00AM	2:15
585	Murrell Special Ed. K-8	1450 14th Avenue South, Nashville 37212	7:00AM	1:30
590	Napier EOS ES	60 Fairfield Avenue, Nashville 37210	7:00AM	3:00
592	Nashville Classical MS	1310 Ordway Pl, Nashville, TN 37206	6:00AM	2:15
242	Nashville School of the Arts HS	1200 Foster Avenue, Nashville TN 37210	6:00AM	1:00
601	Neels Bend College Prep (@Neelys MS)	1251 Neelys Bend Road, Madison 37115	6:00AM	1:30
595	Neelys Bend ES	1300 Neelys Bend Road, Madison 37115	6:30AM	1:30
145	Norman Binkley ES	4700 Longdale Drive, Nashville 37211	6:30AM	2:30
610	Old Center ES	1245 Main Street South, Goodlettsville 37072	6:00AM	2:15
612	Oliver MS	6211 Nolensville Road, Nashville 37211	6:00AM	2:15
618	Paragon Mills ES	260 Paragon Mills Road, Nashville 37211	6:00AM	2:15
620	Park Avenue ES	3703 Park Avenue, Nashville 37209	6:30AM	2:15
632	Pearl Cohn HS	904 26th Avenue North, Nashville 37208	5:30AM	2:15
640	Pennington ES	2817 Donna Hill Drive, Donelson 37214	6:00AM	2:15
650	Percy Priest ES	1700 Otter Creek Road, Nashville 37215	6:30AM	1:30
500	Robert E. Lillard ES	3200 Kings Lane, Nashville 37218	6:30AM	2:15
675	Rose Park Middle Mag MS	1025 9th Avenue South, Nashville 37203	6:00AM	1:30

670	Rosebank ES	1012 Preston Drive, Nashville 37206	6:30AM	1:30
681	Ross ES	601 McFerrin Avenue, Nashville 37206	6:30AM	2:30
522	Ruby Major ES	5141 John Hager Road, Hermitage 37076	5:30AM	2:15
682	Shayne ES	6217 Nolensville Road, Nashville 37211	6:00AM	1:30
685	Shwab ES	1500 Dickerson Road, Nashville 37207	6:00AM	2:15
686	Smith Springs ES	3132 Smith Springs Road, Antioch, TN 372013	6:30AM	2:15
690	Stanford ES	2417 Maplecrest Drive, Donelson 37214	6:00AM	2:15
695	STEM Prep Academy MS	1162 Foster Avenue, Nashville TN 37210	7:15AM	2:15
696	STEM Prep HS ((@ Stem MS 695)	1252 Foster Avenue Nashville, TN 37210	6:00AM	2:15
705	Stratford Stem HS (5-12)	1800 Stratford Avenue, Nashville 37216	5:45AM	2:15
710	Stratton ES	310 Old Hickory Blvd, Madison 37115	6:00AM	1:00
715	Sylvan Park ES	4801 Utah Avenue, Nashville 37209	6:00AM	1:30
718	The Cohn Learning Center (Park Avenue)	4805 Park Avenue, Nashville TN 37209	7:45AM	11:35
575	Thomas Edison ES	6130 Mt. View Road, Antioch 37013	6:30AM	1:30
551	Thurgood Marshall MS	5832 Pettus Rd, Antioch 37013	6:30AM	2:15
495	Tom Joy ES	2201 Jones Avenue, Nashville 37207	5:30AM	1:00
717	Tulip Grove ES	441 Tyler Drive, Hermitage 37076	6:00AM	1:30
725	Tusculum	440 McMurray Drive, Nashville TN 37211	6:00AM	1:30
730	Two Rivers MS	2991 McGavock Pike, Donelson 37214	6:30AM	2:15
735	Una ES	2018 Murfreesboro Road, Nashville 37217	5:30AM	2:15
755	Warner ES	626 Russell Street, Nashville 37206	6:00AM	2:15
765	Waverly Belmont ES	2301 10th Ave South, Nashville, TN 37204	6:00AM	1:30
770	West End MS	3529 West End, Nashville 37205	6:30AM	1:30
775	Westmeade ES	6641 Clearbrook Drive, Nashville 37205	5:30AM	1:30
787	Whites Creek HS	7277 Old Hickory Blvd, Whites Creek 37189	6:00AM	1:30
790	Whitsitt ES	110 Whitsitt Road, Nashville 37210	5:30AM	2:15
805	Wright MS	180 McCall Street, Nashville 37211	6:00AM	1:30

ATTACHMENT L

OTHER NUTRITION INFORMATION

(Some Exerpts Taken From USDA Smart Snacks Standards)

USDA has established practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards allow schools to offer healthier snack foods to children, while limiting junk food.

The health of today's school environment continues to improve. Students across the country are now offered healthier school lunches with more fruits, vegetables and whole grains. The Smart Snacks in School standards build on those healthy advancements and ensure that kids are only offered tasty and nutritious foods during the school day.

Smart Snacks in School also supports efforts by school food service staff, school administrators, teachers, parents and the school community, all working hard to instill healthy habits in students.

Nutrition Standards for Foods

Any food sold in schools must:

- Be a "whole grain-rich" grain product; or
- Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
- Be a combination food that contains at least ¼cup of fruit and/or vegetable; or

Foods must also meet several nutrient requirements:

Calorie limits:

- Snack items: ≤ 200 calories
- Entrée items: ≤ 350 calories

Sodium limits:

- Snack items: ≤ 200 mg
- Entrée items: ≤ 480 mg

Fat limits:

- Total fat: ≤35% of calories
- Saturated fat: < 10% of calories
- Trans fat: zero grams

Sugar limit: ≤ 35% of weight from total sugars in foods

Nutrition Standards for Beverages

All schools may sell:

- Plain water (with or without carbonation)
- Unflavored low fat milk
- Unflavored or flavored fat free milk and milk alternatives permitted by NSLP/SBP
- 100% fruit or vegetable juice and
- 100% fruit or vegetable juice diluted with water (with or without carbonation), and no added sweeteners.

• Elementary schools may sell up to 8-ounce portions, while middle schools and high schools may sell up to 12-ounce portions of milk and juice. There is no portion size limit for plain water.

• Beyond this, the standards allow additional "no calorie" and "lower calorie" beverage options for high school students.

- No more than 20-ounce portions of
- Calorie-free, flavored water (with or without carbonation); and

- Other flavored and/or carbonated beverages that are labeled to contain < 5 calories per 8 fluid ounces or ≤ 10 calories per 20 fluid ounces.
- No more than 12-ounce portions of
- Beverages with ≤ 40 calories per 8 fluid ounces, or ≤ 60 calories per 12 fluid ounces.

Other Requirements

Fundraisers

- The sale of food items that meet nutrition requirements at fundraisers are not limited in any way under the standards.
- The standards do not apply during non-school hours, on weekends and at off-campus fundraising events.
- The standards provide a special exemption for infrequent fundraisers that do not meet the nutrition standards. State agencies determine the frequency with which fundraising activities take place that allow the sale of food and beverage items that do not meet the nutrition standards.

Accompaniments

- Accompaniments such as cream cheese, salad dressing and butter must be included in the nutrient profile as part of the food item sold.
- This helps control the amount of calories, fat, sugar and sodium added to foods by accompaniments, which can be significant.

Grain Product Specifications

Effective July 1, 2014, all grain products must meet the whole grain-rich criteria for the school meal programs and contain 100 percent whole grain or a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50 percent is whole grain. The remaining 50 percent or less of grains, if any, must be enriched.

Current/applicable regulations for grains used in the School Breakfast Program (SBP) and National School Lunch Program (NSLP) can be found at <http://www.fns.usda.gov/cnd/Governance/Policy-Memos/2012/SP30-2012os.pdf>. As regulations change, additional information is available at www.fns.usda.gov/cnd. All SNP operators are required to follow regulations in place at time of purchase. As those regulations change, there may be a need to revise product requirements. This School System reserves the right to delete or add products to comply with meal pattern regulations. Any items added must have price comparison documentation as stipulated in "Adding Additional Items" on page

- All bread products are to contain no high fructose corn syrup.
- All products delivered shall be "fresh" or "frozen fresh." Fresh indicates that product delivered have been baked not earlier than 24 hours before delivery. The successful bidder shall supply the central nutrition services office with an explanation of the coding system used to indicate when the bread is baked. All packaging shall have the expiration date clearly printed.
- All products shall be enriched not less than to the minimum requirements of the U.S. Government specifications and enrichment shall be obtained by using only enriched flour and by adding U.S. Government approved additives necessary to meet the U.S. Government requirements. All bread bid must meet the grain requirements for the Healthy and Hunger-Free Kids Act.
- All packaging and wrapping shall meet all Federal, state, and local requirements including labeling and ingredient information. All packaging shall be moisture-proof.
- All products shall be properly treated to retard staleness.