Murfreesboro City Schools
School Nutrition Program
INVITATION FOR BID (IFB)
IFB Number: SN-2026-02
Two (2) Full-Size Cargo Vans

Invitation For Bid Timeline	
Bid Issue/Posting Date	9/25/2025
Final Date for Written Questions	10/16/2025
Bid Due Date and Time	10/30/2025 by 10:00AM CDT
Bid Due Location (deliver or mail to address)	Murfreesboro City Schools ATTN: Purchasing Agent 2552 South Church Street Murfreesboro, TN 37127
Bid Opening Date and Time	10/30/2025 at 2:00PM CDT
Bid Opening Location	Murfreesboro City Schools Administrative Offices 2552 South Church Street Murfreesboro, TN 37127

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Murfreesboro City School is an equal opportunity employer.

DEFINITIONS

2 CFR 200 means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published by OMB. The part reference covers applicable: Acronyms and Definitions (subpart A), General Provisions (subpart B), Post Federal Award Requirements (subpart D), Cost Principles (subpart E), and Audit Requirements (subpart F). (NOTE: Pre-Federal Award Requirements and Contents of Federal Awards (subpart C) does not apply to the National School Lunch Program).

Addendum: A change, addition, alteration, correction or revision to a bid or contract document.

Bidder: A firm, individual, or corporation submitting a bid in response to this IFB.

CFR: Code of Federal Regulations

CN: Child Nutrition

Contract Documents: Consist of the Agreement between the School Nutrition Program and the Vendor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

EPA: Environmental Protection Agency

FNS: Food and Nutrition Services

F.O.B.: Freight on Board

HACCP: Hazard Analysis Critical Control Point

Invitation for Bid (IFB): A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost, and the expectation is that competitive bids will be received, and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price and meets the specifications of the bid. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised, and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.

NSLP: National School Lunch Program pursuant to 7 CFR 210

OMB: Office of Management and Budget

SFA: School Food Authority

SNP: School Nutrition Program

Solicitation: A document used by the School Nutrition Program to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the Offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

USDA: United States Department of Agriculture

U.S.C.: United States Code

Vendor: The provider of the goods and/or services under the Awarded Contract

SECTION 1
PURPOSE AND PROCEDURES

The Murfreesboro City Schools Board of Education, hereinafter referred to as SFA, is issuing this IFB for the SNP and is requesting sealed bids for Two (2) Full-Size Cargo Vans, as described in the Solicitation attached to this IFB.

INTENT

a) It shall be the intent and purpose of this IFB to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver products to the SFA, through sealed bids.
b) School food authorities shall comply with the requirements of 7 CFR 210.21 and 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, as applicable, which implement the applicable requirements, concerning the procurement of all goods and services with nonprofit school food service account funds. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective vendor performance and eliminate unfair competitive advantage, suppliers that develop or draft specifications, requirements, statement of work, or Invitation for Bids, must be excluded from competing for such procurements. (2 CFR 200.319)
c) Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws, rules, or citations are automatically incorporated herein, effective as of the date specified in such law, rule and/or USDA Memo**.**
d) The SFA is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached list in *Attachment B*. The selected vendor shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.
e) The SFA reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the SFA without restricting competition

1. **CONTRACT TIME PERIOD**The initial term of this contract shall be six (6) months from the date of award. This period is intended solely to provide the District with sufficient time for Board approval, issuance of purchase orders, and completion of delivery and acceptance. All vehicles awarded under this contract must be delivered, fully inspected, and titled in the name of Murfreesboro City Schools within sixty (60) calendar days of the District's issuance of a purchase order, unless an extension is approved in writing by the District.

   This contract term does not alter or affect any warranty or maintenance obligations provided by the vendor, which shall remain in effect as outlined in the manufacturer's and vendor's original terms and conditions.

2. BID SUBMISSION PROCEDURES

The SFA is not liable for any costs incurred by Bidders prior to the issuance of or entering into a contract. Costs associated with developing the bid and any other expenses incurred by the Bidder in responding to this IFB are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by the SNP. If the Bidder is in doubt or has questions regarding the language, its meaning, or intent, it is the responsibility of the Bidder to seek clarification prior to submission of the bid.

QUESTIONS CONCERNING BID:

Questions regarding this Invitation for Bid shall be directed to:

Adam Grisz, Purchasing Agent
Murfreesboro City Schools

adam.grisz@cityschools.net

Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The SFA will accept only written inquiries regarding this IFB until the date shown on the Invitation for Bid Timeline, in order for a reply to reach all Bidders before the bid closes and to give Bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an IFB through written inquiries, will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

BID PROCESS:
Bids must be enclosed in a sealed envelope. E-mailed bids are not acceptable and will not be considered for sealed bids. Sealed bids will remain sealed/unopened until opening time and date. Sealed bids must be received by the SFA no later than the date and time shown on the Invitation for Bid Timeline. Bids will be time and date stamped to confirm receipt of the bid and documented.

a) The outside of the envelope shall be clearly marked as shown on the timeline of this document and titled:
IFB RESPONSE
IFB NUMBER: SN-2026-02
ATTENTION: PURCHASING AGENT

b) The return address on the envelope should include the vendor's complete mailing address.

c) Sealed Bids shall be mailed or delivered to:
Murfreesboro City Schools
ATTN: PURCHASING AGENT
2552 South Church Street
Murfreesboro, TN 37127

d) Bid responses delivered to any other location shall not constitute delivery to the SFA.

e) Late bids shall not be accepted. The SFA shall not be responsible for late receipt of bids. Late bids will be returned unopened to the address provided.

f) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or fails to properly execute and seal the said documents the Bidder, in the SFA's sole discretion, may be given seventy-two (72) hours from the time of the bid opening in which to provide such information to the SFA. The SFA has the right to waive any and all informalities.

g) Bids will be opened at the date, time and location shown on the Invitation for Bid Timeline.

3. AWARD DETERMINATION STATEMENT

This IFB is intended to be awarded to a single or to multiple vendors and result in a firm fixed

price contract. All bid prices shall remain firm for the contract period.

a) The award of this IFB is contingent upon available budget funds and approval of the SFA Board of Education.
b) The SFA will award the contract to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, within approximately sixty (60) days of the opening of the bids. Submitted bid pricing shall remain valid during this sixty-day period. The SFA reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
c) Official written documentation of acceptance will be forwarded by the SFA to the successful Bidder after bid selection and prior to contract award.
d) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the SFA shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between the SFA and the Bidder.
e) The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written

4. ADDITIONAL BID INSTRUCTIONS

a) **Bid modifications**: Bids cannot be modified after receipt of bids. Care should be taken to ensure that the information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.

b) **Bid withdrawal**: Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition SFA before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

c) **Bid examination:**
   a. Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
   b. Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB.
   c. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents or raising a question regarding requirements prior to submitting a bid.

d) **Rejection or Disqualification of bids**
   a. A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind (including alterations or erasures) which are not initialed and dated, may be rejected as non-conforming.

b. The SFA reserves the right to waive a bid's minor irregularities if rectified by Bidder within three (3) business days of the School Nutrition Program's issuance of a written notice of such irregularities.
c. The SFA reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
d. Issuance of this IFB in no way constitutes a commitment by the SFA to award a contract. The SFA reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the SFA. Any Bidder who has demonstrated and documented poor performance during a current or previous agreement, within the last three (3) years, with the School Nutrition Program may be considered a non-responsible Bidder and their bid may be rejected. The SFA reserves the right to exercise this option as is deemed proper and/or necessary.

SECTION 2
STANDARD TERMS AND CONDITIONS

The signed and dated contract between the SFA and the Vendor shall be governed in accordance with the laws of the State of Tennessee and all applicable Federal regulations.

1. LOBBYING CERTIFICATE

A "Lobbying Certification and Disclosure" form must be completed for all bids $100,000 and over. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See and complete *Attachment D*.

2. DEBARMENT AND SUSPENSION VERIFICATION

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.The Vendor certifies that the Vendor and/or any of its sub-vendors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Tennessee or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Vendor will immediately notify the SFA if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity. By signing this agreement, the Vendor is testifying that they are not debarred, suspended, or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All

responses will be verified. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. See *Attachment E*.

3. DOMESTIC PREFERENCE FOR GOODS AND MATERIALS

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

a) Immediate Termination. This contract will terminate immediately and absolutely if the SFA determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the SFA cannot fulfill its obligations under the Contract, which determination is at the SFA's sole discretion and shall be conclusive. Further, the SFA may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

i. In the event the Vendor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

ii. The SFA determines that the actions, or failure to act, of the Vendor, its agents, employees or sub vendors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

iii. The Vendor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete.

b) Termination for Cause. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The occurrence of any one or more of the following events shall constitute cause for the SFA to declare the Vendor in default of its obligation under the Contract:

i. The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any material requirement of the Contract or is in

violation of a material provision of Contract, including, but without limitation, the express warranties made;

ii. The SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

iii. The Vendor fails to make substantial and timely progress toward performance of the Contract;

iv. The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the SFA reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

v. The Vendor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

vi. The Vendor has engaged in conduct that has or may expose the SFA or the State to liability, as determined in the SFA's sole discretion; or

vii. The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the SFA, the state, or a third party.

c) Notice of Default. If there is a default event caused by the Vendor, the SFA shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the SFA's written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the SFA may:

i. Immediately terminate the Contract without additional written notice; and/or

ii. Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Vendor, and/or,

iii. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

d) Termination upon Notice. Following thirty (30) days' written notice, the SFA may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the SFA up to and including date of termination.

e) Termination Due to Change in Law. The SFA shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Vendor as a result of the following:

i. The SFA's authorization to operate is withdrawn or there is a material alternation in the programs administered by the SFA; and/or

ii. The SFA's duties are substantially modified.

f) Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the SFA, the SFA shall pay only those amounts, if any, due and owing to the Vendor for goods and services actually rendered up to and including the date of termination of the Contract and for which the SFA is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the SFA under the Contract in the event of termination. The SFA shall not be liable for any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

g) **The Vendor's Termination Duties**. Upon receipt of notice of termination or upon request of the SFA, the Vendor shall:
    i. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the SFA may require;
    ii. Immediately cease using and return to the SFA, any personal property or materials, whether tangible or intangible, provided by the SFA to the Vendor;
    iii. Comply with the SFA's instructions for the timely transfer of any active files and work product Contract;
    iv. Cooperate in good faith with the SFA, its employees, agents, and vendors during the transition period between the notification of termination and the substitution of any replacement vendor; and
    v. Immediately return to the SFA any payments made by the SFA for goods and services that were not delivered or rendered by the Vendor.

5. Historically Underutilized Businesses

It is the intent of the SFA to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, veteran-owned businesses, women and minority-owned business sources, and labor surplus area firms will not be given unfair advantage when evaluating competitive purchases i.e., small purchases, sealed bids, proposals, or noncompetitive procurement (2 CFR 200.321). Positive efforts include:

a) Placing qualified small and minority businesses, veteran-owned businesses, women's business enterprises and labor surplus area firms on solicitation lists;
b) Assuring that small and minority businesses, veteran-owned businesses, women's business enterprises and labor surplus area firms are solicited whenever they are potential sources;
c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, veteran-owned businesses, women's business enterprises and labor surplus area firms;
d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, veteran-owned businesses, women's business enterprises and labor surplus area firms;
e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f) Requiring the prime vendor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

7. CLEAN AIR/ CLEAN WATER STATEMENT

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Vendor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. RECORD RETENTION AND ACCESS CLAUSE

The Vendor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the SFA, throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Vendor shall permit the Comptroller for the State of Tennessee or any authorized representative of the SFA, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the SFA's Board of Education reserves the right to charge the Vendor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

9. BID PROTEST PROCEDURES

If a Bidder does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Daniel Owens, who shall act as the hearing official for the protest, no later than seven (7) calendar days after the published award. The hearing official will disclose the dispute to the Tennessee Department of Education, Office of School Nutrition. The steps for dispute resolution are as follows:

a. A meeting with the hearing official and representatives from the disputing party to discuss and resolve the complaint.
b. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
c. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
d. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the SFA will be used.

10. NON-COLLUSION STATEMENT

Bidders must provide a written certification that the response to this IFB: (1) has been drafted independently and without consultation, communication, or agreement with the SFA, any other bidder, or potential bidder; (2) no attempt has been made or will be made to induce another individual or entity to submit or refrain from submitting a bid for the purpose of restricting competition; and (3) No kickbacks, bribes, gifts, or anything of value has been offered, given, or promised to any employee or representative of the SFA in connection with this IFB. See *Attachment H.*

XII. CODE OF CONDUCT

The following conduct will be expected from all persons who are engaged in the procurement process that uses SNP funds including award, administration of contracts, and receipt of products. No employee, officer, or agent of the SFA shall participate in selection or in award or administration of a contract supported by the SNP funds if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- The employee, office, or agent;
- Any member of his/her immediate family;
- His or her partner;
- An organization which employs or is about to employ one of the above.

Further, the employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements; and the purchase of any food or service from a vendor for individual use is prohibited; and the removal of any food, supplies, equipment, or school property, such as records, recipe books, supplies and the like is prohibited; and outside sale of such items as used oil, empty cans, and the like will be sold by contract between the Board of Education and an outside agency. Individual sales by any school person to an outside agency or other school person is prohibited. Failure of any employee, officer, or agent to abide by the above states code could result in a fine, suspension, or both, and dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Department. The SFA will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

XIII. DUTY TO EXAMINE

It is the responsibility of each Bidder to examine the entire solicitation, seek clarification in writing, and check for accuracy before submitting the offer. Lack of care in preparing shall not be grounds for withdrawing after the offer due date and time nor shall it give rise to any contract claim.

XIV. EXCEPTIONS TO TERMS AND CONDITIONS

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

SECTION 3

SPECIAL TERMS AND CONDITIONS

1. PROPRIETARY INFORMATION

If a Bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the Bidder shall notify the SFA that the documents are included in the bid. The SFA will honor the request unless or until a competing Bidder asks to have access to the information. In such case, the SFA will notify the affected Bidder that a challenge has been made. If the affected Bidder can produce a court issued restraining order within ten (10) calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten (10) working day period, the information will be released, and the school district shall not be held liable.

2. PRICING INFORMATION AND METHOD OF PAYMENT

a. Prices: The successful Bidder warrants that the bid price(s), terms, and conditions stated in the bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the contract period.
b. All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet. Separate fuel charges will not be added to invoices.
c. Prices will not include Federal Excise Tax or State Sales Tax.
d. The SFA will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the SFA. Advance billings are not allowed. When partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under the conditions as above.
e. Invoicing
    i. Invoices, at minimum, shall consist of the following information:
        1. Delivery location and date of delivery
        2. Item description and cost
        3. Extended cost for total quantity purchased
        4. Total cost of all products purchased
        5. Signature of acceptance
    ii. Monthly statements will be broken down by school invoice and mailed or emailed to the: SFA School Nutrition Director or designee.

3. METHOD OF SHIPMENT/ORDERS & DELIVERY INFORMATION

a. Orders and deliveries: Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted. Inspection: Upon delivery of product(s), the item(s) will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the item(s) may

be rejected or returned. Problems found with products due to concealed damage will be addressed on a case-by-case basis. Rejected product(s) must be picked up immediately.

b. Credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable items will be made upon a mutually agreed time and date.

c. All orders are to be delivered Freight on Board (F.O.B) to addresses as indicated on *Attachment C.*

d. Delivery schedules that fall on a holiday will be made the following business day unless other arrangements have been made and agreed upon by both parties.

e. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

4. EVALUATION FACTORS

a. Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the SFA's discretion, a bid may be eliminated from consideration for failure to comply with any required specifications, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the SFA's opinion, the best overall solution to meet the SFA's specifications.

b. The SFA reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line-item basis in any combination that best serves the interest of the SFA.

5. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the SFA and the Vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed and agreed upon by both parties.

6. ASSIGNMENT

The Vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the SFA, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the SFA.

7. INDEPENDENT VENDOR AND INDEMNIFICATION

The Vendor shall act as an independent Vendor and not as an employee of the School Nutrition Program. Vendor agrees to indemnify and hold harmless the SFA, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its sub vendors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this IFB.

8. TIME OF PERFORMANCE

a. Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Vendor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on "Start Date" shown on the Invitation for Bid Timeline.
b. The Vendor must comply with the time of performance.

9. FORCE MAJEURE

If the SFA, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Vendor's performance for more than thirty (30) days, the SFA reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the SFA's obligation to pay the Vendor for work already completed by the Vendor and the Vendor's warranty for work already completed.

10. EVIDENCE OF INSURANCE

a) The successful Bidder, at its expense, shall always carry and maintain in full force during the term of the contract resulting from this IFB the following insurance:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	$500,000 each occurrence $1,000,000 aggregate
Personal Injury	$500,000 each occurrence $1,000,000 aggregate
Automobile Liability/Property Damage	$500,000 each occurrence
Bodily Injury	$500,000 each occurrence $1,000,000 aggregate

b) Prior to commencement of performance of this Agreement, Vendor shall furnish to the SFA a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the SFA, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the SFA. Such a certificate shall be issued to the SFA.
c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

11. EXCEPTIONS

A bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in the BID EXCEPTION FORM:

(a) the number and title of each section of this IFB that the Bidder takes exception to;
(b) the specific sentence within such section that the Bidder takes exception to; and
(c) any alternate provision proposed by the Bidder.

See *Attachment G*

12. WARRANTY

Each vehicle must include, at a minimum, the manufacturer's standard warranties listed below. Bidders are encouraged to propose extended warranties or enhanced coverage as part of their submission, but such enhancements are not required to be deemed responsive.

a) **Basic (Bumper-to-Bumper):** Minimum 3 years / 36,000 miles
b) **Powertrain/Drivetrain:** Minimum 5 years / 60,000 miles
c) **Corrosion:** Minimum 4 years / Unlimited miles (perforation)
d) **Roadside Assistance:** Minimum 5 years / 60,000 miles
e) **Maintenance:** Minimum 1 year / 1 complimentary scheduled service visit

Note: Vendors may submit bids with warranty coverage that exceeds these minimums. The District reserves the right to consider extended warranty coverage as part of its evaluation of overall value.

13. GIFTS AND GRATUITIES

Acceptance of gifts from vendors and the offering of gifts by vendors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

14. SEVERABILITY

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

15. WAIVER AND REJECTION RIGHTS

Notwithstanding any other provisions of the solicitation, the school district reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all offers or portions thereof; or
- Cancel a solicitation.

16. RELEASE FROM CONTRACT

In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third-party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.

17. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

An SFA and its vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18. CIVIL RIGHTS STATEMENT AND ASSURANCE

The Murfreesboro City Schools Board of Education hereby agrees that it will comply with:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
d. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
e. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA
f. Amendment Act of 2008 (42 U.S.C. 12131-12189);
g. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
h. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
i. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
j. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, 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 program or activity conducted or funded by USDA.

a. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
b. By accepting this assurance, the Murfreesboro City Schools Board of Education agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Murfreesboro City

Schools Board of Education, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Murfreesboro City Schools Board of Education.

By signing below, the vendor acknowledges that they have read, understand, and agree to comply with all terms and conditions outlined in this Invitation for Bid (IFB). The vendor further certifies that all information provided in response to this IFB is accurate and complete to the best of their knowledge. Any misrepresentation or failure to comply with the provisions set forth in this document may result in disqualification from the bidding process or termination of the awarded contract.

Signature:_____ Title:_____

Printed Name:_____

ATTACHMENT A

BIDDER SUBMISSION FORM

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the SFA on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to: Murfreesboro City Schools Board of Education
School Nutrition Program

This Bid is submitted on this date: (MM/DD/2025)_____

This Bid is valid for sixty (60) days from the date of the public opening of the bids.

Communications and questions regarding this bid are to be directed to:
Adam Grisz, Purchasing Agent
adam.grisz@cityschools.net

Receipt of Addenda:
In submitting this Bid, Bidder represents that they have received and examined the following Addenda (if applicable):
Addendum 1_____ Date_____
Addendum 2 _____ Date_____

Checklist for Bidder:
The following documents are attached to and made part of the Bid (check all that applies):
☐ Specifications ☐ Lobbying Certificate ☐ Debarment Status Form
☐ Bid Exception Form ☐ Anti-Collusion ☐ Vendor Affidavit
☐ Contract Signature Page (signed and dated after award)

Bid Pricing
Unless items are specifically excluded in the Bid, the SFA shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

Total Bid Price: $_____

Authorized Signature of Bidder: (This bid submission form must be signed by an individual with actual authority to bind the company.)

Company Type (check one):

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ LLC

Bidder attests that:

They have thoroughly reviewed this IFB and that this Bid response is submitted in accordance with the IFB requirements.

Company Name: _____

Federal ID#: _____

Street Address: _____

_____

_____

_____

Signature**: _____

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature**: _____

Witness's Name: _____

Witness's Title: _____

**For Corporations: The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer.

If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.

ATTACHMENT B

SPECIFICATIONS & QUOTE SHEET

Specifications (Applies to Both Units):The following specifications apply to two (2) new ¾ Ton Cargo Vans. All requirements listed below must be met for both units.

Specifications	Meets Requirements	
Type	**Yes**	**No**
Two (2) New ¾ Ton Cargo Vans		
24-gallon fuel tank capacity for Unleaded or flex fuel, or greater		
Electronic 7-speed automatic transmission, or greater		
Exterior		
Standard tires and rims		
Rear Hinged Barn Doors Preferred		
Side Hinged Barn Doors Preferred		
Color: Fleet white preferred		
Standard Roof Height		
Standard Wheelbase		
Interior		
Factory installed Air Conditioning and heat		
Seat trim, Cloth Preferred		
Cup holders		
Floor mats		
Steering column, tilt-wheel		
Driver information center		
Windows, power		
Door locks, power		
Cruise control, electronic/automatic		
Storage, door pockets		
Lighting, interior dome		
Storage Compartments		
Engine		
V6 Gasoline Engine		
Safety		
Brakes, 4-Wheel Disc/ABS		
2WD or 4WD Acceptable		
Airbags		
Reverse Camera		
Emergency brake assist		
Daytime running lamps		
Intermittent windshield wipers		
Full Size Spare Tire and Jack		
Warranty- Each vehicle must include, at a minimum, the manufacturer's standard warranties listed below. Bidders are encouraged to propose extended warranties or enhanced coverage as part of their submission, but such enhancements are not required to be deemed responsive.		
Basic (Bumper-to-Bumper): Minimum 3 years / 36,000 miles		
Powertrain/Drivetrain: Minimum 5 years / 60,000 miles		
Corrosion: Minimum 4 years / Unlimited miles (perforation)		
Roadside Assistance: Minimum 5 years / 60,000 miles		
Maintenance: Minimum 1 year / 1 complimentary scheduled service visit		
Note: Vendors may submit bids with warranty coverage that exceeds these minimums. The District reserves the right to consider extended warranty coverage as part of its evaluation of overall value.		

ATTACHMENT C
DELIVERY SITE

All vehicles purchased under IFB-SN-2026-02 shall be delivered F.O.B. destination to the following location:

Murfreesboro City Schools
School Nutrition Program
2552 South Church Street
Murfreesboro, TN 37127

Delivery must be scheduled in advance with the School Nutrition Program. Vehicles must be delivered within 60 calendar days of purchase order, fully inspected, and titled in the name of Murfreesboro City Schools. Vendor is responsible for removal of all temporary protective materials and provision of warranty documentation.

ATTACHMENT D

LOBBYING CERTIFICATION DISCLOSURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Organization Name | Award Number or Project Name

Name and Title of Authorized Representative

Signature | Date

ATTACHMENT E

AD-1047

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, 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 program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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

Instructions for Certification

1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.

2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.

3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default

4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

ATTACHMENT F

BID EXCEPTION FORM

Vendor Name:	**Invitation for Bid (IFB) for:** **School System:** **Type:**	**Date of Submittal:**
Number and Title of each section of IFB that Bidder takes exception	Number and Title : Section:	Number and Title : Section:
Specific Sentence within each section	Sentence:	Sentence:
Alternate Provisions proposed by Bidder	Alternate:	Alternate:
Vendor's Authorization Signature:		
Vendor's Authorization printed name:		
Vendor's Title:		

ATTACHMENT G

ANTI-COLLUSION AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

_____, of lawful age, being first sworn on oath say, that they are the agent authorized by the Bidder to submit the attached bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the Bidder/vendor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

_____

Signed

Subscribed and sworn before me this ___ day of _____, 2025.

Notary Public (or Clerk or Judge) _____

My commission expires: _____

ATTACHMENT H

Vendor Affidavit Regarding Federal Work Authorization (E-Verify)

STATE OF TENNESSEE
COUNTY OF _____

I, the undersigned, being first duly sworn, depose and say as follows:

1. I am the owner, principal officer, or authorized representative of:
   Company Name: _____ ("Vendor").

2. As a condition of contracting with the Murfreesboro City Schools Board of Education (the "SFA"), Vendor affirms compliance with the Immigration Reform and Control Act of 1986, as amended, and Tennessee Code Annotated § 12-3-309.

3. Specifically, Vendor affirms that it:

   ☐ Is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the employment eligibility of all new hires;

   OR

   ☐ Employs fewer than fifty (50) employees and, in compliance with state law, maintains copies of approved identity and employment authorization documents for all new hires.

4. Vendor further affirms that it will maintain records of compliance and make them available to the SFA, the U.S. Department of Agriculture, or other authorized officials upon request.

5. Vendor understands that failure to comply with these requirements is a material breach of contract and may result in termination of the contract and other remedies as provided by law.

Signature of Affiant: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

Sworn to and subscribed before me this ___ day of _____, 2025.

Notary Public: _____

My commission expires: _____

VENDOR CONTRACT FOR IFB-SN-2026-02
VENDOR CONTRACT SIGNATURE PAGE
(Signed and dated *AFTER* Contract Award)

This Contract is dated as of _____ by and between the Murfreesboro City Schools Board of Education, hereinafter called SFA, and _____, hereinafter called VENDOR.

The SFA and VENDOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

VENDOR shall provide and deliver all products as specified or indicated in the Contract Documents, including VENDOR's bid submission, which is incorporated herein by reference.

ARTICLE 2. CONTRACT TIME

All deliveries shall be completed within the timelines set forth in the IFB and in accordance with the delivery schedule in Attachment C, unless otherwise approved in writing by the SFA.

ARTICLE 3. CONTRACT PRICE

The SFA shall pay VENDOR for delivery of specified goods in accordance with VENDOR'S bid, which is attached hereto. The SFA shall pay VENDOR within net 30 days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the SFA. VENDOR acknowledges that this contract is subject to the termination, non-appropriation, and remedy provisions contained in the Contract Documents.

ARTICLE 4. INVOICE PROCEDURES

Invoices for payment with appropriate supporting documents shall be sent to the following address:

Murfreesboro City Schools
School Nutrition Program
2552 South Church Street
Murfreesboro, TN 37127

No advance payments shall be made; all payments are contingent upon delivery, inspection, and acceptance of goods

ARTICLE 5. VENDOR'S REPRESENTATIONS

In order to prompt the School Nutrition Program to enter into this Agreement, VENDOR makes the following representations:

5.1 VENDOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.

5.2 VENDOR is familiar with and is satisfied with all federal, state and local laws and regulations that may affect the cost, progress, performance and furnishing of the products.

ARTICLE 6. CONTRACT DOCUMENTS
The Contract Documents, which comprise the entire Contract/agreement between the SFA and VENDOR concerning the work, consist of the following:

- Purpose and Procedures
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A: Bidder Submission Form
- Attachment B: Specifications & Quote Sheet
- Attachment C: Delivery Site(s)
- Attachment D: Lobbying Certification Disclosure
- Attachment E: Debarment, Suspended and Ineligible Status
- Attachment F: Bid Exception Form
- Attachment G: Anti-Collusion Affidavit
- Attachment H: Vendor Affidavit (E-Verify)
- Vendor Contract Signature Page

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented by written agreement between both parties.

CONTRACT SIGNATURES

IN WITNESS WHEREOF, the SFA and VENDOR have signed this Contract Agreement **once awarded.** One counterpart each has been delivered to the SFA and VENDOR. This Contract Agreement will be effective _____, 2025.

_____ SFA Board of Education Chairperson

_____ Signature of Director of Schools

_____Printed Name of Director of Schools

_____ Date Signed

_____ Vendor Company Name

_____ Signature of Company Representative

_____ Printed Name of Company Representative

_____ Date Signed