

**MURFREESBORO CITY SCHOOLS
FOOD AND NONFOOD BID 2023-2024**

To: Vendors Serving Murfreesboro City Schools
RE: Quotations for Food, Nonfood, and Chemicals
Date: April 19, 2023

This is your invitation to bid on Food, Nonfood and Chemicals products for the school year, 2023-2024. See Schedule below.

Murfreesboro City Schools reserves the right to accept or reject any and/or all bids.

If you wish to participate in the Murfreesboro City Schools Nutrition Program, please complete the quotation document, including the **CONTRACT AGREEMENT** form and return to the Murfreesboro City Schools Nutrition Department, 2552 S. Church St., Murfreesboro, TN 37127

Each bid must be enclosed in a sealed envelope marked "**FOOD and NONFOOD BID**" and delivered to the above address.

Sealed bids should be received on the following schedule:

I. SY 2023-2024 PROCUREMENT SCHEDULE

ANNUAL BIDS

**July 1, 2023, - June 30, 2024
Bids due: May 24, 2023, 2:00 p.m. CST**

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GENERAL

Attached are instructions and conditions for submitting a Food, Nonfood, Chemical Bid for Murfreesboro City Schools.

The objective of this bid is to select a supplier in such a manner as to provide for open and free competition and comparability. This is a firm fixed price bid for the specified timeframe to be awarded by total bottom line.

All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Sanitary Food Transportation Act of 1990.

Nutritional Requirements

All nutrition standards regulations and policy memos that guide our implementation of 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. 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 SFA reserves the right to delete or add products to comply with meal pattern regulations. Any items added must be priced according to the pricing structure specified in the bid conditions.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

The Healthy Hunger-Free Kids Act requires that food products and ingredients must contain zero grams of trans fat per serving. The nutrition facts panel must indicate zero trans-fat. **All food products listed on the bid must be accompanied by the nutrition label/nutrition fact sheets or manufacturer's specifications to ensure that no products containing trans-fat are awarded.** If the product is a meat item and includes a minimal amount of naturally occurring trans-fat, the nutritional specifications must document the source of that trans-fat. For mixed dishes that may contain both naturally occurring trans-fat (e.g., beef) and added/synthetic trans-fat (partially hydrogenated oil), the vendor must supply additional manufacturer's documentation to specify the trans-fat source. All bidders must also respond to the system's efforts to not serve peanuts/tree nut products or products that are produced in such a plant.

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GENERAL FOR DISHMACHINE CHEMICALS

The successful bidder must be able to provide regular scheduled service visits each semester and provide emergency service to any schools in the school systems within 24 hours. A phone or answering service number must be available for the school system. A written service report must be signed by and left with the cafeteria manager detailing any problems or corrective actions taken on the commercial dishmachine.

Must provide Safety Data Sheets on each product.

Must provide in-service training on how to safely utilize products.

BID PERIOD

The bid period begins *July 1, 2023*, and ends *June 30, 2024*.

Computer bid pricing and supporting documents must be received by the time and place specified on the Invitation to Bid. Faxed or written bid documents will not be accepted.

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions
- Demonstrate successful past performance

A potential bidder may be rejected for one or more of the following reasons:

- Inadequate or unacceptable product lines
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate truck fleets to handle predicted volume of goods
- Inadequate sanitation
- Documented unacceptable product
- Adding restrictions to the bid such as minimum order requirements, etc.
- Failing to send required Nutrition Facts label, CN label or Product Formulation Statement, and ingredient statement for all items bid

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BID AWARD

Bids are to be opened at 2:00 p.m. CST, May 24, 2023, at the Murfreesboro City Schools Central Office conference room. Only the *bottom-line total* will be read at the bid opening. Bids will also be examined for compliance with specifications and conditions outlined in the bid document.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The contract will be awarded in writing to the responsive and responsible *bidder* whose bid is the lowest cost *for the systems by total bottom line*. It is the intent of Murfreesboro City Schools to involve and utilize the best product/services at the best price and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the School Nutrition Programs. Regardless of the procurement method used, price is the final determining factor for awarding the contract. If there is a tie bid (total bottom-line pricing with the same pricing), ties will be decided by *EXTENDING TOP 100 USAGE ITEMS TO THE TEN THOUSANDTH FOR CALCULATION (.0001)*.

Murfreesboro City Schools reserves the right to accept or reject any or all bids. The SFA will be responsible for all contracts awarded. The bid will be awarded after approval by the School Nutrition Supervisor. All bidders will be notified in writing of the bid award within 10 business days.

Upon award, bid documents and tabulations will be available for review. No files will be removed from the School Nutrition Supervisor's office.

PROTEST PROCEDURES

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Murfreesboro City Schools Finance Director, 2552 S. Church St., Murfreesboro, TN 37127, no later than **10 days** after the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution are as follows:

1. A meeting with the School Nutrition Supervisor participating in the bid, the hearing official, and representatives from the disputing party to discuss and resolve the complaint.
2. 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

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will be mailed to the protestor and will advise the protestor that he has a right to an additional review.

3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.

4. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.

BID RENEWAL

Murfreesboro City Schools reserve(s) the right to renew all aspects of the bid one year at a time for an additional four (4) years based on price adjustments as noted below in the Price Adjustments section. Murfreesboro City Schools reserve(s) the right to add and/or delete products during the contract period if the scope of the business is not significantly altered. Murfreesboro City Schools will notify the contractor of their intention to renew this contract no later than **May 1**. A written response will be due from the contractor no later than **May 15**.

The pricing for added products will be based on a cost-plus fixed fee (see fixed fee form of bid document for the pricing structure per case fixed fee).

PRICE ADJUSTMENTS

The vendor will have the option to adjust pricing quarterly throughout the year. Prices must remain firm until September 30, 2023, then prices may change quarterly. Items that have experienced a change in verifiable market conditions either upward or downward will be considered for a price adjustment to take effect as of the first month of the new quarter and remain in effect for the remainder of that period. Price adjustments can take place on October 1st, January 1st, April 1st, and July 1st. Murfreesboro City Schools requires appropriate documentation to support the requested price adjustment be available for audit by school system officials or their designee. Price increases cannot exceed the percent change in the CPI for the following index: **Consumer Price Index, Food Away From Home in South - Size Class B/C, all urban consumers, not seasonally adjusted. Series ID is CUURN300SEFV.** *The bottom-line total pricing will be used for determination of the price redetermination allowance.*

The following formula will be used in the computation of percent change:

Figure A – CPI for established price index for the latest month published

Figure B – CPI for established price index for ONE YEAR prior to latest month published

EXAMPLE Calculation:

CPI for Figure A (239.337) minus CPI for Figure B (230.768) divided by CPI for Figure B

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$$239.337-230.768 = 8.579/230.768= .03713 \times 100 = 3.7\%$$

The vendor must provide email notice of price changes to the School Nutrition Supervisor by the 25th of month prior to the new quarter. The notice must include a spreadsheet which lists items, the previous price for each item, the new price for each item and the difference of change.

BID PREPARATION

Each supplier should bid on all items. The bid is an annual bid and will be awarded on an all-or-nothing basis based on total bottom line price. This will be determined by extending each item's bid price times an estimated usage figure and adding the extended dollar figures. In the event a vendor fails to quote a price on a specified item, the highest price for that item from all bids received will be multiplied by 1.25% and the new price will be inserted to calculate the bottom-line price. The bottom-line total will be adjusted if mathematical conversions and extensions indicate the need for correction. The bottom-line total will be adjusted if mathematical calculations involving decimals must be carried to two (2) places for bottom-line.

However, items specified on the bid are needed in the schools so no more than twenty-five (25) items may be "no bid" or bid without meeting the stated specifications. Offering a proposal on a brand which was not pre-approved may be a reason for rejection of bid. Murfreesboro City Schools may consider the volume of the item concerned. Due to the pandemic, if a manufacturer is no longer producing an item that was specified on the bid, please provide written documentation from the manufacturer stating this information to Sandy Scheele as soon as possible before the bid due date. Provide suggested alternatives for this item, if any, and these items will not have to count in your twenty-five items that may be "no bid".

All columns of the bid document must be completed on all items. The manufacturers number; brand; bidder item code number; pack or case size; number of servings per case; price per case; and total price extension by case (price per case x estimated quantity by case) must be printed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the bid sheet. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.

Any deviation as to descriptions or specifications, i.e., weight of package or box, pack size, packer number, or quantity must be noted by vendor on the bid document. For items with alternate packaging, bidders shall adjust usage to reflect deviation in pack size. Alternate bids on boxes or packages varying slightly as to weight will be considered, if sufficient information, such as price per oz., unit, package, etc. is supplied and schools can utilize in the alternate amounts.

The bid sheet and bid document must be complete, as outlined in the bid conditions. All bids must be signed by a person with authority to bind the bid. In the event a vendor fails to quote a

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price on a specified item, the highest price for that item from all bids received will be multiplied by 1.25% and the new price will be inserted to calculate the bottom-line price. However, items specified on the bid are needed in the schools, with no more than 25 items may be “no bid” or bid without meeting the stated specifications.

If your company is bidding on private label items, you must submit a grading sheet showing brand name, grade and color for your company only.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall at once request clarification from **Sandy Scheele**.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year’s purchases and are estimated for the bid period. For new/never used item’s estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by **2:00 p.m. CST, May 24, 2023, to Sandy Scheele, Murfreesboro City Schools, School Nutrition Office, 2552 S. Church St., Murfreesboro, TN. 37127.**

The following items must be completed and returned: bid proposal sheet (bid list with pricing), contract agreement, public chapter 587 - background checks, buy American certification/exemption form, certificate of independent pricing determination, debarment/suspension certification statement, certificate of Byrd Anti-Lobbying, all nutritional sheets, product labels, ingredient statements, CN labels/Product formulation sheets - make sure to include printed copies, company contact information and company contact recall information.

All bid information should be sealed in an envelope or box that is labeled according to the directions stated below. Please do not send a copy of the bid conditions with the bid. All original forms must be signed by a person with authority to bind the bid.

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Mark Bid:

BID: Food and Nonfood Bid

ATTENTION: School Nutrition Program

The bid must then be mailed or delivered to the following address:

Mail Sealed Bid to: ***Sandy Scheele, School Nutrition Office
Murfreesboro City Schools,
2552 S. Church St.
Murfreesboro, TN 37127***

If a BIDDER fails to provide required information with the bid submission or the information is inadequate, the bid will be deemed non-responsive and will not be evaluated for award.

SPECIFICATIONS

All bids should be in accordance with the instructions to bidders, descriptions and specifications as attached. Specifications are intended to be open and non-restrictive, except for pre-approved brands. Any reference to brand name or number should be construed as restricting to that manufacturer. No substitutions or brand changes will be accepted without written documentation that a originally bid product is no longer available. If a bidder quotes a price on a brand other than those listed as approved, without prior approval by the district, the total bid may be disqualified.

Murfreesboro City Schools may specifically designate any brand unacceptable even if blanket approval is implied. This is done by stating that "X" brand is unacceptable.

Murfreesboro City Schools will allow a preapproval period for a short time after the bid is released. If you have items to be preapproved, please call Sandy Scheele at 615-785-8352 ext. 10043 by **Wednesday, May 3, 2023**. Items which you wish to have tested for approval must be submitted by **Wednesday, May 10, 2023**. Due to the current pandemic and because we only have a limited number of school days remaining, we request that this preapproval option only be used in necessary circumstances. Items will be tested by students and/or staff for acceptability. An addendum listing the additional items that were preapproved as an equal will be sent to all potential vendors by **Wednesday, May 17, 2023**.

Due to the pandemic, if a manufacturer is no longer producing an item that was specified on the bid, please provide written documentation from the manufacturer stating this information to Sandy Scheele, as soon as possible before the bid due date. Provide suggested alternatives for

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this item, if any, and these items will not have to count in your twenty-five items that may be “no bid”.

TEST SAMPLES

Vendors may be required to submit samples of the bid items. Samples will be requested by the School Nutrition Supervisor. Samples are to be furnished without cost and are to be sent to the school or site designated by the School Nutrition Supervisor and marked “SAMPLE”. The samples will be used to help determine selection of items.

NUTRIENT ANALYSIS AND OTHER PRODUCT DOCUMENTATION

All food products offered on this bid must be documented with a Nutrition Fact Label and an Ingredient Statement. Food items that contribute to the meal pattern must also include a CN Label or signed Product Formulation Statement that shows calculations to arrive at meat/meat alternate, grain, fruit, or vegetable contributions. This documentation MUST demonstrate how the product contributes to the meal pattern requirements and provide at a minimum calorie, sodium, fat, saturated fat, trans-fat, and carbohydrates contribution per serving. Sheets from e-nutrition, Food Profile and similar company sites are not acceptable, nor are CD, DVD, flash drive or websites with information on all school products you stock. All Product Information sheets must be clear and readable. **Information on products must be printed on paper and should be organized in the order of the bid.** Be sure all information submitted is the most up-to-date available as of bid opening. Serving amount on nutritional analysis should be the same as required on CN label, if applicable.

Food products and ingredients used to prepare school meals must contain zero grams of trans-fat (less than 0.5 grams) per serving. Documentation for food products and food ingredients must indicate zero grams of trans-fat per serving. Meats that contain a minimal amount of naturally occurring trans-fat are allowed. However, a letter from the manufacturer stating that the trans-fat is naturally occurring must be submitted with the other documentation.

If a bidder fails to provide with 80% accuracy the required information with the bid submission or the information is inadequate or inaccurate, or paper copies of all information is not provided, the bid will be deemed non-responsive and will not be evaluated for award.

Material Safety Data Sheets must be provided for all applicable products.

QUOTES / ADDING ADDITIONAL ITEMS

Pricing for added products will be based on a comparison of pricing offered by vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. The distributor awarded the bid may sell additional items at quoted prices at the request

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of the School Nutrition Supervisor. The price of any items purchased by the school district, which are not included on the product list, must be on a cost-plus fixed fee basis.

ORDERS

All orders will be placed electronically through the school nutrition software by the School Nutrition Central Office Staff on a weekly basis. This will be done by each school, which may have multiple orders. A salesperson will be responsible for communication regarding clarification of orders and any necessary follow-up.

DELIVERY

- A delivery schedule will be discussed with the awarded vendor and the School Nutrition Supervisor.
- All sites will require delivery ten (10) months per year. Due to summer feeding programs, some sites may require June and July deliveries. In the interest of our suppliers and to help with the cost of delivery, we will make every effort to order in such quantities as will be profitable to deliver. All deliveries will be at the expense of the bidder.
- Deliveries shall be made to the school Monday through Friday between the hours of 6:00 a.m. and 2:00 p.m. Exceptions to this time frame must be approved on a case-by-case basis by the **School Nutrition Supervisor**. Deliveries shall **NOT** be made after 2:00 p.m. Managers will not be expected to extend working hours to receive late deliveries!
- Products must be delivered inside the cafeteria/food preparation area. The manager or designee will check the items delivered against the requisition/purchase order and invoice at the time of delivery with both the manager or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods.
- All food is to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged, stale, or out of date, at no charge.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- If products that have a nutritional facts label, CN label or Product formulation statement, or ingredient statement that does not meet USDA meal requirements, the vendor will be responsible for all USDA imposed claims.
- Each School Nutrition Program shall retain the right to reject any or all the delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and a credit memo issued.
- Delivery schedules will be altered to meet holiday and inclement weather schedules. A holiday week shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and the successful contractor. The school year calendar is included in the

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bid packet. Adjustments for inclement weather, national or local emergencies will include each school utilizing any product delivered prior to the school closing. The system will notify the vendor as soon as possible about necessary delivery delays.

- If a bidder is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price must be delivered. If the item is discontinued either by the vendor or manufacturer, then an equal or superior product at an equal or lower price per unit and product nutritional's/SDS/CN label/signed manufacturers nutritional product sheet/product formulation statement/ingredient statement must be made available to Murfreesboro City Schools. The actual item code of the substituted product must be noted on the invoice. Any items delivered that were not authorized by the School Nutrition Supervisor will have to be picked up at the vendor's expense and proper credit issued to the school or schools where deliveries were made. Failure to make replacements of either an item rejected or not delivered will constitute authority to purchase on the open market to replace the item(s) rejected and/or not received. On all such purchases, the vendor agrees to promptly reimburse schools for excess costs caused by such a purchase.
- Each School Nutrition Program reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition, held at proper temperature, and suitable for hauling of all items.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.

Murfreesboro City Schools will start feeding students on August 7, 2023. First deliveries will be expected the week of July 31, 2023.

HOLD HARMLESS CLAUSE

The bidder/manufacturer shall hold harmless and indemnify Murfreesboro City Schools, from every claim, demand, suit, and award which may be made by reason of:

- a. Any injury to person or property sustained by the supplier or by any person, manufacturer or corporation employed directly or indirectly by him/her upon, or in connection with, his/her performance under the contract, however caused.
- b. Any injury to person or property sustained by any person, manufacturer, or corporation caused by any act, neglect, default, or omission of the supplier or any person, manufacturer or corporation directly or indirectly employed by him/her upon, or in connection with, his/her performance under the contract.

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c. Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or unpatented invention in the performance of the services called for under the contract.

d. The bidder/manufacturer, at his/her own expense and risk, shall defend any legal proceeding that may be brought against Murfreesboro City Schools on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

INVOICES AND STATEMENTS

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

Three (3) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or its designee; quantity, and price of each item delivered and total amount of the order. **Unsigned invoices will not be paid.** If an item must be returned or is rejected, the invoice must be signed by the manager or its designee and the person delivering.

Non-food items must be invoiced separately from food items or split on the invoice.

At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be emailed to the following:

Murfreesboro City Schools – School Nutrition Program

Sandy.scheele@cityschools

Jaclyn.saunders@cityschools.net

PAYMENTS

Invoices will be balanced with the statement and processed for payment by the end of the month following purchase. Requests for pick-up of damaged products, products delivered in error or unauthorized substitutions must be done in a timely manner. **Request for credits must also be processed and credits issued within 30 days of the request for credit. Copies of ALL credits must be emailed or made available electronically to the School Nutrition Program. Statements must include any credits issued during the month.** Late charges will not be calculated in payment. All schools serviced under this contract are tax exempt.

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VENDOR PERFORMANCE

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

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market to replace the item(s) rejected and/or not received.

Reasons for product rejection may be any one of the following:

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

BREACH

A party shall be deemed to have breached the contract if any of the following occurs:

1. Failure to provide products or services that conform to contract requirements or
2. Failure to maintain/submit any report required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract
4. Violation of any warranty

SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of breach, the school system may take anyone, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another timeline is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor.
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School System determines that the Vendor has cured the breach, shall never be paid to the Vendor.

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3. Set off against any other obligation the School System may owe to the Vendor any damages the School System suffers by reason of any event of breach.
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

CONTRACT TERMINATION FOR CAUSE

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

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

CONTRACT TERMINATION FOR CONVENIENCE

The School District may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System. The School System must give notice of termination to the Vendor at least 10 *days* prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BUY AMERICAN REQUIREMENT

The “Buy American Requirement” requires that School Food Authorities (SFA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. A “domestic commodity or product” is defined as one that is produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Note that products must be both produced and processed in the U.S.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the

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“Buy American Certification Form” and submitted with the bid. If a request for an exception occurs after the time of the bid and during the contract period, it must be submitted in writing to the affected school system, a minimum of 1 day in advance of delivery.

A form for Certification Regarding “Buy American” Requirement is included with the bid document. Failure to complete and sign the “Buy American Certification Form” and include it with the bid response will be considered a non-responsive bid.

If the bidder ships items that have not been approved by the SFA during the contract period, the non-compliance will be addressed as a breach of contract.

REGULATION COMPLIANCE

- 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 and 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 conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- Bidders must comply with the “Buy American” provision. Bidders must also sign and return with this bid the Buy American Certificate/Exemption form.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- All contracts awarded under this procurement cover patent rights with respect to any discovery or invention which arises or is developed during or under this contract.
- All property or services furnished must comply with all applicable federal, state, and local laws, codes, and regulations.

RECORDS

All contractors are required to retain all books, records and other documents related to this agreement for three (3) years after final payment and all other pending matters are closed.

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Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

REPORTS

Contractors shall be required to submit product usage reports as requested by the School Nutrition Supervisor.

Based on the request from a School Nutrition Supervisor, these reports shall be submitted for total quantity delivered either by item, group of items, and/or specific dates.

CODE OF CONDUCT

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the Non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Non-Federal entity.

Murfreesboro City Schools procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

For questions and concerns regarding procurement solicitations, contract evaluations, and award, contact:

Sandy Scheele, Murfreesboro City Schools Nutrition Supervisor

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CIVIL RIGHTS ASSURANCE STATEMENT

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. 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.
- x. 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 (not all bases apply to all programs).

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

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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.

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FOOD and NON-FOOD BID CHECKLIST

Name of Vendor Bidding: _____

This form is to be used by your company to make sure you have included all the required paperwork when you submit your bid. Please include this checklist when you return your bid to Murfreesboro City Schools Nutrition Department. We highly recommend putting everything in order of the checklist to help make sure everything is there.

My Company has:

- Read and understand the bid conditions.

Complete and return the following items:

- Bid Proposal Sheet (Bid List with Pricing)
- Contract Agreement
- Public Chapter 587 - Background Checks
- Buy American Certification / Exemption Form
- Certificate of Independent Price Determination
- Debarment / Suspension Certification Statement
- Certificate of Byrd Anti-Lobbying
- Grading Sheet (if bidding any private labels)
- All Nutritional's, Product Labels, Ingredient Statements, CN Labels, Product Formulation Sheets, and other Product Documentation. Make sure to include printed copies.
- Safety Data Sheets (SDS), including those for dishmachine chemicals.
- Company Contact Information
- Company Contact - Recall Information
- Insurance Certificate
- Price Structure for Fixed Fee

Signature of Person Submitting Documentation:

Date: _____

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CONTRACT AGREEMENT

We have carefully examined and fully understand the **GENERAL BID CONDITIONS** in furnishing Murfreesboro City Schools prices for items requested.

In compliance with the bid awards, and subject to all terms and conditions listed on the **GENERAL BID CONDITIONS**, the undersigned offers and agrees to sell to **MURFREESBORO CITY SCHOOLS** all items as quoted. It is understood that all prices quoted include all delivery charges and are not subject to finance charges.

COMPANY REPRESENTATIVE

ADDRESS **CITY, STATE, ZIP CODE**

DATE **TELEPHONE**

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

AGREEMENT

The undersigned is an authorized agent or representative of the company listed below and he/she is so authorized to sign on behalf of the submitting company. By signing this agreement, the company agrees to comply with all provisions as stated in Public Chapter 587 of 2007.

Submitted By: _____
 Company Name

Address: _____

Telephone: _____

Fax Number: _____

Representative _____
 Print Name

Title: _____

Authorized Signature: _____

Date: _____

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Buy American Certification

We require that suppliers comply with the Buy American provision in all program meals and:

- 1) certify that the products they are offering are domestic; **or**
- 2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least 7 business days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

What other alternatives to using non-domestic food products were considered?

I/We, _____, certify that all food items on this bid have at least ___ percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

Authorized Signature: _____

Date: _____

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CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

A. By submission of this offer, the offeror certifies and in case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer 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 offeror or with any competitor,
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror 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 offeror or to any competitor,
3. No attempt has been made or will be made by the offeror 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 offeror'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 offeror'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 Vendor's Authorized Representative

Title

Date

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

Signature of Vendor's Authorized Representative:

**MURFREESBORO CITY SCHOOLS
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Recall Contact Information

Company: _____

Primary Contact

Name of Person: _____

Office Telephone Number: _____

Mobile Telephone Number: _____

Fax Number: _____

Email Address: _____

Back Up Contact

Name of Person: _____

Office Telephone Number: _____

Mobile Telephone Number: _____

Fax Number: _____

Email Address: _____

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Company Contact Information

Company: _____

Primary Contact

Name of Person: _____

Office Telephone Number: _____

Mobile Telephone Number: _____

Fax Number: _____

Email Address: _____

Back Up Contact

Name of Person: _____

Office Telephone Number: _____

Mobile Telephone Number: _____

Fax Number: _____

Email Address: _____

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PRICING STRUCTURE

PER CASE FIXED FEE

Murfreesboro City Schools authorize the following fixed fee charge on all non-firm bid items during the period of this bid. Firm bid items are inclusive with no additional cost being added to the delivery. Non-firm or additional items are to be bid with the fixed fee per case (or broken case for limited quantities), being added to the actual vendor cost, less manufacturer rebate, promotional discounts, and any other vendor incentives.

The fixed fee for any non-firm or additional items not in the firm bid section of this bid shall not exceed:

\$1.50 per case

(A lower amount may be bid on this section if desired by the company. The above quoted price is a “not to exceed” rate.)

Bid Amount for fixed fee per case (if less than \$1.50 a case) \$_____

Company Name_____

Company Representative Signature_____

Date_____