



**INVITATION FOR BID
AND CONTRACT
FOR FRESH PRODUCE
Murfreesboro City Schools**

SUBMIT PROPOSALS TO:
Murfreesboro City Schools School Nutrition Department
Sandy Scheele
2552 South Church Street
Murfreesboro, TN 37127

NO LATER THAN 10:30 A.M., CST ON JULY 12, 2024

To be publicly opened for furnishing the following supplies, materials, and/or services. Proposals must be received in a sealed envelope with bid number.

Bid documents shall be submitted in sealed envelopes with the outermost envelope clearly marked BID #2025-01 PRODUCE ATTENTION: SANDY SCHEELE.

In accordance with federal Law and U.S. Department of Agriculture regulations, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD).

Murfreesboro City School is an equal opportunity employer.

Section 1: Notice and Instructions to Bidders

| Invitation for Bid Timeline | |
|----------------------------------|---------------------------------|
| Bid Issue/Posting Date | June 28, 2024 |
| Final Date for Written Questions | July 5, 2024 |
| Bid Due Date/Time | July 12, 2024 / 10:30 a.m., CST |
| Bid Opening Date/Time | July 12, 2024 /11:00 a.m., CST |
| Contract Start Date | July 23, 2024 to June 30, 2025 |

- 1.1. Notice of bid—The Murfreesboro City Schools Board of Education with administrative offices at 2552 South Church Street, Murfreesboro, TN 37127, will receive bids for fresh produce in accordance with the contract documents and specifications as provided herein. This solicitation is intended to select one or more suppliers for all fresh and pre-cut fruits and vegetables as requested in the cost plus fixed-fee bid. Bids will be held without the right of withdrawal until July 23, 2024, when it is anticipated that the Board will be acting on the bid. Results of the Board decision will be posted on the district website, cityschools.net, following the Board meeting.
- 1.2. A pre-bid meeting will not be held for this solicitation.
- 1.3. Bids must be delivered no later than July 12, 2024, at 10:30 a.m., CST, at 2552 South Church Street, Murfreesboro, TN 37127, when they will be publicly opened, and the contents announced via video conference. Oral, telephonic, telegraphic, electronic or facsimile transmitted bids will not be accepted.
- 1.4. Bid documents shall be submitted in sealed envelopes with the outermost envelope clearly marked BID #2025-01 PRODUCE ATTENTION: SANDY SCHEELE. Bid documents received in envelopes not clearly labeled as such will be rejected if accidentally opened before the specified bid opening time or if not received by the specified bid opening time due to improper labeling. The Board cannot assume responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been “received” by the Board before the specified deadline.
- 1.5. Questions— All inquiries about this Bid will only be addressed by electronic mail. Questions may be submitted to Sandy Scheele at sandy.scheele@cityschools.net. The last day for questions is July 5, 2024.
- 1.6. Hereinafter, school food authority (SFA) shall refer to Murfreesboro City Schools.
- 1.7. Hereinafter, Supplier shall refer to the contractor awarded this contract.
- 1.8. If clarification of the specifications/instructions is required, the SFA will clarify the specifications/instructions in the form of an addendum issued to all prospective

bidders. If the SFA issues any changes to this Invitation for Bid (IFB), acknowledgement of receipt of such changes should be made to the SFA in writing, signed by an individual authorized to legally bind the bidder, and included in the bidder's bid package. If changes to the IFB are not acknowledged, the SFA retains the right to reject the bid as non-responsive. No addenda will be issued within seven (7) working days of the time and date set for the bid opening. Should the SFA determine that clarification of the specifications/instructions is necessary within seven (7) working days of the time and date set for the bid opening, the time and date set for the bid opening will be delayed to allow issuing of an addendum.

- 1.9. The subject matter of this IFB is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, then the SFA (i) reserves the right to negotiate modifications to the contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful bidders with the opportunity to modify their bids to reflect such legislative changes.

Section 2: General Conditions

- 2.1 Bids shall be submitted on the forms provided with these specifications. Bids shall be in a sealed envelope properly marked with the title of the bid, date and time of opening, and delivered to Sandy Scheele on or before July 12, 2024, at 10:30 a.m., CST. All certifications contained herein must be signed and submitted with the bid.
- 2.2 Bids submitted after the date and time specified will not be considered. Postmarks or dating of documents will be given no consideration in the case of late bids.
- 2.3 The SFA reserves the right to reject any or all bids when there are sound documented reasons to do so, or if the Supplier does not submit all required bid documents.
- 2.4 The SFA will not give any relief for errors or omissions to this document. When an error is made in the price extension, the unit price shall always prevail. Changes and erasures made by the proposer must be initialed. The SFA may seek clarification from the proposer as necessary to properly evaluate the proposal and determine a responsive proposal.
- 2.5 The SFA will not allow deviations or exceptions from the specifications and conditions of this document.
- 2.6 The submission of the bid indicates that the bidder is informed of the specifications and conditions contained herein.

- 2.7 The SFA will not allow bid withdrawal or any changes after submission of the bid.
- 2.8 Once opened, no bid modification will be allowed without written approval from the SFA.
- 2.9 The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractor nor potential contractors in connection with this bid.
- 2.10 The SFA reserves the right to investigate each bidder's ability to fulfill the terms of this bid.
- 2.11 All bids shall remain valid and subject to acceptance for a period of ninety (90) days after the bid opening date. Award of the contract shall be made to the lowest responsive, responsible bidder as determined by the SFA, based on the criteria and specifications outlined in the IFB and further set forth in the contract.
- 2.12 If a prospective Supplier 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:
1. A meeting with 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 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 SFA will be used.
- 2.13 The SFA prohibits real or apparent conflicts of interest for employees engaged in selection, award, and administration of contracts for goods or services.
- 2.14 All prospective bidders should completely inspect the facilities and equipment prior to the bid due date and prior to submitting a bid. Failure to do so will not relieve the successful bidder from the necessity of furnishing and installing any material and equipment, performing any labor, or making any structural changes, without additional cost to the SFA, that may be required to carry out the intent of the resulting contract.

- 2.15 No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the SFA upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to said SFA, or has failed to perform faithfully any previous contract with the SFA.
- 2.16 All completed bids and supporting documentation submitted shall be the property of the SFA.
- 2.17 Until such time as a contract is awarded, no bidder, prospective or otherwise, shall be provided access to any supporting bid documents received by the SFA. All supporting bid documents shall be held strictly confidential and shall be reviewed and evaluated solely by SFA employees. Such documents shall not be released for distribution under the Freedom of Information Act or Tennessee Public Records Act until such time as the contract has been awarded. Violation of this clause by any bidder, prospective or otherwise, shall result in automatic disqualification of the bidder from being awarded the contract. Violation of this clause by an SFA may result in (1) temporary withholding of cash payments pending correction of the deficiency by the SFA or other more severe enforcement action; (2) disallowing of both use of funds and matching credit for all or part of the cost of the activity or action not in compliance; (3) whole or partial suspension or termination of the SFA's program; (4) withholding of further awards for the program; or (5) other remedies that may be legally available. Actions that result in the violation of law will be referred to the appropriate local, state, or federal authority having jurisdiction.
- 2.18 Each Supplier shall furnish and pay for insurance in accordance with the conditions stipulated below. Suppliers shall file with the Board a Certificate of Insurance certifying to insurance coverage as specified herein. The insurance provided may not be cancelled without thirty (30) days prior written notice having first been sent to the Board. Each Supplier shall carry insurance to cover responsibility and liability of all kinds and shall require sub-contractors to carry similar insurance. The Contractor must provide evidence of Workers' Compensation insurance as required by statute, auto liability coverage and an umbrella liability coverage of a minimum of \$5,000,000.00 per occurrence and in the aggregate. The following limits should be in place:
1. Bodily injury and property damage combined per occurrence - \$1,000,000.
 2. Bodily injury and property damage combined aggregated \$3,000,000.
 3. Excess liability - Each occurrence in the amount of the limit of their policy.
 4. Excess liability - Aggregate in the amount of the limit of their policy.
 5. Evidence of workers' comp in the amount required by State statute.
 6. General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate.

The Supplier's certificate should read: "Murfreesboro City Schools is named as additional insured as their interest may appear and notice of cancellation/material change, if applicable, should be attached to certificate of insurance or otherwise

evidenced as in effect under the policies listed.”

Section 3: Scope

- 3.1 The Supplier shall be the primary source for fresh produce items and services as listed herein as well as for comparable substitutes. The district may have the opportunity to take advantage of special purchases/deliveries from other sources such as the Department of Defense (DOD) produce program or locally grown produce. Section 9 (j) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(j)) is amended to encourage schools to purchase locally produced foods, to the maximum extent practicable and appropriate. The law allows schools to use geographical preference for the procurement of locally produced foods. This agreement does not prohibit the district from making such purchases. These purchases may be made by school or district wide. Bidders are **STRONGLY** encouraged to enter into purchase agreements with local producers and supply those local products on the school nutrition bid. Local farm requirements include:
1. Local farms shall grow food with no detectable pesticide residues on/in final food products.
 2. Local farms shall not pre-treat, wash, or clean raw or lightly processed foods with toxic detergents or cleansing agents such as bleach, ammonium, or others not listed here.
 3. Local farms must be willing and capable of work with or delivering directly to Mufreesboro City Schools contracted produce Supplier. They must be willing to meet basic variety, grading, and packing standards of the contracted produce Supplier.
- 3.2 Unless otherwise specified in the invitation to bid, the Supplier’s bid price must reflect delivery, F.O.B. the school or Board’s destination, with all transportation and handling charged paid by the Supplier to one location.
- 3.3 The Supplier shall be an independent contractor and not an employee of the SFA. The employees of the Supplier shall be considered solely employees of the Supplier and shall not be considered employees or agents of the SFA in any fashion. Nothing in this IFB or contract is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Supplier is solely responsible for, and will file all tax returns required to be filed with, and make all tax and other payments required to be made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this IFB. Nothing in this IFB is intended or shall be construed to permit or authorize either party to incur, or represent that it has the power to incur, any obligation or liability on behalf of the other party.
- 3.4 The SFA shall be legally and financially responsible for the conduct of the food service and shall ensure compliance with the rules and regulations of the Tennessee School

Nutrition Program and the United States Department of Agriculture regarding School Nutrition Programs.

Section 4: SFA Responsibilities

- 4.1 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the Tennessee School Nutrition Program and the USDA. The SFA must authorize any deviations from the approved menu cycle.
- 4.2 The SFA may request menu changes periodically throughout the term of the contract and shall inform the Supplier of any adjustments to menus and monitor implementation of adjustments.
- 4.3 The SFA shall ensure all USDA Foods received for use by the SFA and made available to the Supplier shall be utilized within the specified term of this contract. All USDA Foods received must be used for the preparation and service of meals and for other allowable uses in accordance with the code of federal regulations, 7 CFR Part 250.
- 4.4 The SFA shall be responsible for receiving medical statements and requests regarding students' disabilities/special dietary needs and shall ensure the Supplier complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement with the description of the disability and resulting dietary restrictions to accommodate the children with disabilities. In the case of food allergies, the food or foods to be omitted must be identified and alternatives recommended. The SFA may choose to accommodate requests related to a disability that is not supported by a medical statement if the requested modifications can be accomplished within the program meal pattern. In the case of a student with disabilities, the statement must be signed by a state-licensed healthcare professional authorized to write medical prescriptions. For students without disabilities, the statement must be signed by a recognized medical authority. In the state of Tennessee, state-licensed healthcare professionals authorized to write medical prescriptions include medical doctors, osteopathic physicians, advanced practice nurses, physician's assistants, dentists, podiatrists, optometrists, and veterinarians.
- 4.5 The SFA retains control of the nonprofit school food service account and overall financial responsibility for the programs operated; establishes all prices for all meals served under the nonprofit school food service account (e.g., pricing for reimbursable meals and non-program foods and meals, including à la carte food services, adult meals, and other food service programs operated, as applicable); develops the 21-day cycle menu in accordance with the meal pattern requirements for all programs operated; conveys menu adjustment requirements to the Supplier; and monitors implementation of those adjustments.

- 4.6 The SFA must maintain responsibility for the implementation of free and reduced-price policy in accordance with 7 CFR 245.
- 4.7 The SFA must apply the internal control procedures required by 7 CFR 210.8(a) to the preparation of the monthly Claim for Reimbursement. The SFA must complete all reports as required by the state agency.
- 4.8 The SFA is responsible for establishing adult meal charges in accordance with FNS Instruction 782-5, "Pricing of Adult Meals in the National School Lunch and School Breakfast Programs."
- 4.9 A cost price analysis will be conducted for every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The Nutrition Supervisor will use current market pricing, historical data, Velocity report, and/or any additional forecasting tools as appropriate, in determining an estimated cost for the item or service which will determine the procurement method to be used.

Section 5: Supplier Responsibilities

- 5.1 The Supplier shall provide its services hereunder at all times in accordance with generally accepted standards of care and best practices in the industry.
- 5.2 The Supplier shall deliver produce to sites at the specified locations at the times listed in Exhibit A or as designated by the SFA.
- 5.3 The Supplier is required to substitute food components for students with disabilities in accordance with 7 CFR § 15b when the disability restricts their diet. The Supplier is also permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need. Refer to the requirements outlined in Section 4.4.
- 5.4 The Supplier shall be responsible for the quality and wholesomeness of produce up to and including delivery to the SFA.
- 5.5 The Supplier guarantees that the currently and will continue to meet all requirements of the Health Department of the State of Tennessee and the Health Department of Rutherford County. Suppliers must comply with all Federal laws protecting food supply and ensure that all products will be stored in a facility with a Hazard Analysis Critical Control Point (HACCP) plan in place. A copy of the HACCP program guidelines should be included with the Supplier's proposal and include (1) the methods and procedures to recall products; (2) identify and ensure the traceability of fresh produce by maintaining records that trace fresh produce one step back to the suppliers of the Supplier, and one step forward (to when and whom

it was served) in the event of a food recall. When providing local products, farmers must be responsible and provide records for tracing products back to the specific field where the products were grown, harvest date, harvesting personnel, packing date, shipping date, and customer records.

- 5.6 Food safety audits must be accessible and readily available for review by the SFA at any time. Copies of the last three (3) health department reports must be submitted with the proposal and be available if awarded the bid.
- 5.7 If local produce requires processing, a processing license is required pursuant to USDA guidelines. Unprocessed produce includes chopped, sliced, cooled, refrigerated, frozen, peeled, diced, shucked, ground, dried, dehydrated, washed, packaged, vacuum packed, and preservatives added to prevent oxidation.
- 5.8 The SFA shall conduct performance reviews of the Supplier's performance under the contract. Any services performed under this contract shall be subject to a performance review. The Supplier shall cooperate with the SFA in these reviews, which may require the Supplier to provide records of its performance. Performance reviews may be used by the SFA to determine whether to enter into future contractual relationships with the Supplier, including subsequent contract renewal terms, as applicable. Performance reviews may include, but are not limited to:
 - Completion and performance of contractual services rendered;
 - Adherence to the meal pattern and food specification requirements, including quality and variety;
 - Performance on SFA On-Site Reviews, (including the performance of the Supplier via monitoring form) per 7 CFR 210.15(a)(3)(5), and status of required corrective action, if any and as applicable;
 - Performance on state and/or federal reviews and status of required corrective action, if any and as applicable;
 - Participation trends, including program participation compared to à la carte sales, if applicable; and
 - Responsiveness of regional management to the SFA.

Section 6: Purchases/Buy American

- 6.1 The Supplier shall retain title of all purchased items.
- 6.2 This SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either 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.

- 6.3 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 “Buy American Certification Form” and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Sandy Scheele at sandy.scheele@cityschools.net, a minimum of four (4) day(s) in advance of delivery.
- 6.4 The Supplier may substitute commercially purchased foods for all other USDA Foods received. All commercially purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, and must be in compliance with the “Buy American” provision in 7 CFR Part 210.21(d).
- 6.5 The SFA shall ensure commercially purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- 6.6 The Supplier shall certify the percentage of U.S. content in the products supplied to the SFA to show compliance with the “Buy American” provision in 7 CFR Part 210.21(d).
- 6.7 The SFA reserves the right to review Supplier purchase records to ensure compliance with the “Buy American” provision in 7 CFR Part 210.21(d).
- 6.8 The Supplier shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.
- 6.9 For the duration of the contract and all subsequent renewal terms, as applicable, the Supplier shall purchase foods and beverages that are equivalent or better in quality and variety as the food specifications contained herein.

Section 7: Inspections

- 7.1 The SFA, the Tennessee School Nutrition Program, and the USDA reserve the right to inspect the Supplier’s preparation facilities, storage facilities, and transporting vehicles prior to award of contract and without notice at any time during each contract term, including the right to be present during preparation and delivery of produce.
- 7.2 All producers and farmers shall maintain Good Agricultural Practices (GAP) certification and Good Handling Practices (GHP) through USDA’s third-party audit program. The successful Supplier may be required by the SFA to conduct an on-site inspection of the local supplier (farm and farmer) to ascertain that good agricultural practices and food handling are being followed by using a checklist for Retail

Purchasing of Local Produce from the Tennessee Department of Education or another approved checklist. The results of all inspections must be shared with the school district within thirty (30) days of the inspection.

Section 8: Delivery Requirements and Noncompliance

- 8.1 The Supplier shall provide a delivery slip with the date and the produce delivered. The SFA-authorized representative or his/her designee must sign the delivery slip and verify the condition of the produce received.
- 8.2 Produce must be delivered in closed-topped, sanitary vehicles.
- 8.3 Produce must be delivered in clean, sanitary, food-grade transporting containers—approved by the local or state health department—that maintain the proper temperatures of food.
- 8.4 When an emergency prevents the Supplier from delivering produce as ordered, the Supplier shall notify the SFA-authorized representative or his/her designee immediately by phone, indicating the reasons for the need for substitution.
- 8.5 The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any produce that are unwholesome, judged as poor quality, damaged, incomplete due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
- 8.6 The SFA will obtain produce from other sources if produce is rejected or if an insufficient number of products are delivered. The SFA will contact the Supplier immediately regarding the reasons for rejected produce or if an inadequate number of produce is delivered. If the Supplier cannot replace produce in time for meal service, then the SFA can obtain produce from another source and deduct the actual cost of such produce from the monthly bill of the Supplier. The Supplier is responsible for the cost of replacement produce.
- 8.7 The SFA will not pay for deliveries made later than the start of the regularly scheduled lunch or breakfast periods, or as otherwise stated in this contract.
- 8.8 There may be various summer programs which require additional deliveries. Some programs may require more than one delivery per week. Coordination may be needed with the individual school for early morning deliveries at times other than student delivery times. When more than one (1) delivery or special program deliveries are required, the successful proposer agrees to work with the SFA's Supervisor of Nutrition to collaboratively design mutually acceptable supplemental

delivery schedules.

- 8.9 Deliveries may be made as early as 6:00 a.m. and as late as 2:00 p.m. Deliveries are not to be made during serving times. During weeks school is not in session on the scheduled delivery day, deliveries shall be scheduled on the next regularly scheduled school day as shown on the district's school calendar.
- 8.10 The Supplier shall provide annual and periodic safety training, as necessary to inform its drivers of the hazards and safety in and around schools. Many cafeteria loading docks and driveways may also be loading and unloading areas for students. All public-school campuses are smoke and tobacco free. The use of all types of tobacco products on school premises is prohibited.
- 8.11 To maintain school safety and security, delivery personnel cannot be provided with keys to the buildings. Communication and notification procedures by and between the cafeteria managers and the Supplier should be maintained by both parties. All delivery staff must wear a company issued name badge.
- 8.12 The Supplier shall furnish an itemized receipt or invoice with each delivery. The receipt must include a description of the product(s) delivered, the unit of measure of products, the quantity of each product delivered, and the school's name. The cafeteria manager or designee at each site must inspect and sign the receipt. The Supplier shall leave a signed copy of the receipt with the cafeteria manager.
- 8.13 If an invoice is used as the receipt/delivery ticket, the invoice shall include all information specified above for the receipt, plus the Supplier's invoice price, firm-fixed fee "markup" price or the firm-fixed produce fee with an extended price which calculates the total cost (invoice, fees, multiplied by quantity).
- 8.14 If an invoice is not used as the receipt at the time of delivery, all invoices must reference receipt numbers, as well as other normal and customary receipt information. Statements may be presented to the SFA but will be used only as a reference to identify and reconcile outstanding invoices. The SFA cannot pay against statements.
- 8.15 Items shall be labeled to meet state or local requirements. The label should include:
- processor's name, address, and zip code (plant);
 - food items and/or meal type;
 - date of production; and
 - quantity of individual units per carton.

Section 9: Pricing

- 9.1 The bid rate(s) must be calculated net of applicable discounts, rebates, and credits

received by the Supplier and must not include the use of USDA Foods, alternate pricing structures such as guaranteed USDA Foods credits, or Offer versus Serve credits unless otherwise stated herein.

9.2 The Supplier cannot provide guaranteed USDA Foods credits. If the Supplier receives USDA Foods, the Supplier must credit the current market value of USDA Foods used on the monthly bill/invoice to the SFA. Credit issued by the Supplier to the SFA upon the use of USDA Foods received shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service along with the current market value as issued by the Tennessee Department of Agriculture. Prior to the expiration of each Contract Term, the SFA shall be credited in full for all USDA Foods received.

9.3 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed the limits established in 7 CFR §210.9(b)(2).

9.4 The Supplier must submit monthly statement for produce delivered within ten (10) calendar days of the last day of each month or the final day of service for the school year.

9.5 The SFA is not obligated to purchase any minimum number or dollar amount of items under this contract.

Section 10: Revenue

10.1 All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's nonprofit food service account.

10.2 If reimbursement is denied as a direct result of the failure of the Supplier to comply with the provisions of this contract, the Supplier shall assume responsibility for the amount denied.

Section 11: Licenses, Certifications, and Taxes

11.1 Throughout the term of the contract and each renewal term, the Supplier shall obtain and maintain all licenses, permits, and health certifications required by federal, state, and local laws.

11.2 The Supplier shall obtain state or local health certification for any facility where components are prepared or packaged, and the Supplier shall maintain this health certification for each contract term.

11.3 The Supplier and all affiliates shall collect and remit the Tennessee Use Tax on all sales

of tangible personal property in the state of Tennessee.

Section 12: Record Keeping

- 12.1 The Supplier shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following:
- The receipt, use, storage, and inventory of USDA Foods;
 - Monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and
 - Documentation of credits issued to the SFA for USDA Foods received.
- 12.2 The Supplier shall retain all records relating to food service production and delivery for each contract term including, but not limited to, the following:
- All data, materials, and products created by the Supplier on behalf of the SFA and in furtherance of the services;
 - Production records, including quantities and amounts of produce provided, if applicable;
 - Product ingredient list;
 - Nutrition Facts label; product formulation statements for products and/or Child Nutrition labels;
 - Processed product nutritional analysis;
 - Locations where produce was delivered;
 - Signed delivery slips;
 - Nutritional content of individual food items as delivered, if applicable;
 - Bills charged to SFA for produce delivered under this contract, including the credit of USDA Foods where applicable;
 - Inventory records;
 - Food and bid specifications; and
 - All documents and records as noted in this Invitation for Bid and Contract.
- 12.3 Upon expiration or termination of the contract, the Supplier shall surrender all records as noted above relating to the initial contract and all subsequent renewal terms, if applicable, to the SFA within thirty (30) days of the contract expiration or termination.
- 12.4 All records relating to the contract are the sole property of the SFA. At any time during the contract term, the SFA reserves the right to require the Supplier to surrender all records relating to the contract to the SFA within thirty (30) days of such request.
- 12.5 The SFA shall retain all records relating to the initial contract and all subsequent contract renewal terms for a period of three years, beginning from the date the final contract renewal term has expired, the receipt of final payment under the contract is

recorded, or after the SFA submits the final "Monthly Claim for Reimbursement" for the final fiscal year of the contract, whichever occurs last.

- 12.6 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the Tennessee School Nutrition Program, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

Section 13: Terms and Termination

- 13.1 This contract is effective for a one-year period commencing upon written acceptance of the contract, whichever occurs last, through July 23, 2025 (the term of the contract), with options to renew yearly, not to exceed three additional years (each a renewal term).
- 13.2 Renewal of this contract is contingent upon the fulfillment of all contract provisions relating to USDA Foods.
- 13.3 Either the SFA or Supplier can terminate this contract for cause or for convenience with a sixty (60)-day written notification. Following a sixty (60)-day written notification, the SFA can terminate this contract in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier.
- 13.4 Following any termination for convenience, the Supplier shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this contract, up to and including the date of termination. The SFA shall have the right to receive services from the Supplier through the effective date of the notice of termination and may, at its election, procure such work from other contractors as may be necessary to complete the services.
- 13.5 Notwithstanding any provision to the contrary in this contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for this agreement are not appropriated by the Tennessee General Assembly or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with this contract.
- 13.6 Notwithstanding the notice period in paragraph 13.3, the SFA may immediately terminate the contract, in whole or in part, upon notice to the Supplier if the SFA determines that the actions, or failure to act, of the Supplier, its agents, employees, or subcontractors have caused—or reasonably could cause—jeopardy to health,

safety, or property; or, if the SFA determines that the Supplier lacks the financial resources to perform under the contract.

- 13.7 If the Supplier fails to perform to the SFA's satisfaction any material requirement of this contract or is in violation of a material provision of this contract, the SFA shall provide written notice to the Supplier requesting that the breach of noncompliance be remedied within sixty (60) days. If the breach is not remedied by the specified period of time, the SFA may: (a) immediately terminate the contract without additional written notice; or (b) enforce the terms and conditions of the contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method it may deem expedient. Any damages incurred by the SFA as a result of any Supplier default shall be borne by the Supplier at its sole cost and expense, shall not be payable as part of the contract amount, and shall be reimbursed to the SFA by the Supplier upon demand.
- 13.8 Neither the Supplier nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, or any other acts which could not have been prevented by the exercise of due diligence ("act of God"). The SFA may cancel the contract without penalty if the Supplier's performance does not resume within thirty (30) days of the Supplier's interruption of services due to an act of God.
- 13.9 The only rates and fees that may be adjusted in subsequent contract terms are the fixed rates and fixed fees contained herein. Before any fixed rate or fee adjustments can be implemented as part of a contract renewal agreement, the Supplier shall document to the SFA, through a written financial analysis, the need for such adjustments.
- 13.10 Percentage increases cannot be applied to any previous contract term's total estimated or actual contract cost.

Section 14: General Contract Terms

- 14.1 No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- 14.2 This solicitation/contract, exhibits, and attachments constitute the entire agreement between the SFA and the Supplier and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.
- 14.3 Each party to this contract represents and warrants to the other that: (a) it has the right, power, and authority to enter into and perform its obligations under

this contract; (b) it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this contract; and (c) this contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

- 14.4 Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.
- 14.5 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this contract shall operate as a waiver of any other term, right, or condition.
- 14.6 Payments on any claim shall not prevent the SFA from making claims for adjustment on any item found not to have been in accordance with the provisions of this contract.
- 14.7 It is further agreed between the SFA and Supplier that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this contract.
- 14.8 If this contract is in excess of \$100,000, the SFA and Supplier shall comply with all applicable standards, orders, and regulations, including but not limited to:
- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*);
 - “Certificate Regarding Lobbying” pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018);
 - “Bid-Rigging Certification” pursuant to 18 U.S.C. § 371;
 - “Certificate of Independent Price Determination;”
 - “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions” pursuant to Executive Orders 12549 and 12689 (7 CFR 3017 Subpart C); and
 - “Disclosure of Lobbying Activities” pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR Part 3018).
- 14.7 The Supplier certifies compliance with:
- Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871);
 - The Department of Labor regulations (29 C.F.R. Part 5);
 - Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by

Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);

- Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708) (for contracts in excess of \$2,500);
- Rights to Inventions Made Under a Contract or Agreement (Appendix II to 2 CFR 200/7 CFR 3019.48);
- Davis Bacon Act (for construction contracts in excess of \$2,000) (Appendix II to 2 CFR 200/7 CFR 3019.48); and
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (Appendix II to 2 CFR Part 200 (j) (for contracts worth \$100,000 or more).

14.8 The Supplier is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

14.9 The Tennessee School Nutrition Program and the USDA are not parties to this contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the Supplier. The SFA has full responsibility for ensuring the terms of the contract are fulfilled.

14.10 To the fullest extent permitted by law, the Supplier agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers, and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees arising or resulting from, occasioned by, or in connection with: (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the Supplier, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable; (ii) failure by the Supplier or its subcontractors to comply with any laws applicable to the performance of the services; (iii) any breach of this contract, including, without limitation, any representation or warranty provided by the Supplier herein; (iv) any employment actions of any nature or kind, including but not limited to workers compensation or labor action brought by the Supplier's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

14.11 In order for the SFA to respond timely and appropriately to the requirements of the Tennessee Public Records Act (TPRA), the Supplier must review all documents required to be provided under this contract and the exemptions for release under TPRA and, if exemptions are allowed, provide the SFA a redacted copy for release under TPRA, along with the original. The redacted copy shall be marked as "redacted,"

and the Supplier shall reference the specific grounds under TPRA or other law or rule supporting the specific redaction request to exempt certain information. Notwithstanding the foregoing, the SFA may not necessarily be allowed to release *just* the redacted versions. Redactions based on personal privacy and preliminary drafts, by law, must be sent to the state of Tennessee public access counselor before a denial to a TPRA request can be made. The SFA will abide by the decisions of the public access counselor.

- 14.12 Each party, including its agents and subcontractors, to this contract may have or gain access to confidential and proprietary data or information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," etc.), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, etc.), all student data and information, and other information designated as confidential expressly or by the circumstances in which it is provided (confidential information). No confidential information collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing party, either during the term of the contract or thereafter. The recipient must return any and all confidential information used in the course of the performance of the contract, in whatever form it is maintained, promptly upon termination of the contract, or earlier at the request of the disclosing party, or notify the disclosing party in writing of its destruction, if destruction is permitted by the disclosing party. Confidential information does not include data or information lawfully in the recipient's possession prior to its acquisition from the disclosing party; received by the recipient from a third party who was free to disclose it; publicly known through no breach of confidentiality obligation by the recipient; or independently developed by the recipient without the use or benefit of the disclosing party's confidential information.
- 14.13 The Supplier will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) regarding the confidentiality of student education records as defined in FERPA. Any use of information contained in student education records to be released must be approved by the SFA. To protect the confidentiality of student education records, the Supplier will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this contract. Any student records in the Supplier's possession shall be returned to the SFA when no longer needed for the purposes for which they were provided or, at the SFA's written request, they shall be permanently destroyed and the Supplier shall provide written confirmation to the SFA upon the destruction of student records.
- 14.14 The Supplier shall comply with all federal, state, and local mandates regarding the

identification and recall of foods from the commercial and consumer marketplace. Supplier shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Supplier shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

Section 15: Professional Standards

- 15.1 Employees of both the SFA and of the Supplier must comply with the professional standards for state and local school nutrition programs personnel, as required by the Healthy, Hunger-Free Kids Act of 2010.
- 15.2 Professional standards hours must be completed during the school year (July 1- June 30).

Section 16: Award Criteria

- 16.1 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 ninety (90) days of the opening of the bids. Submitted bid pricing shall remain valid during this ninety-day period. The SFA reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
- 16.2 Award of a proposal is not a guarantee that all items in the quantities specified on the proposal will be ordered. Orders will be placed and confirmed throughout the school year by means of a Supplier order.
- 16.3 Upon notification of a price increase by an awarded proposer, Murfreesboro City Schools reserves the right to reject the price increase, evaluate the next lowest responsive proposer or re-bid the category.
- 16.4 The projected award date will be on or after July 23, 2024. Purchase orders issued against the awarded proposal may be issued on or after August 1, 2024.

Section 17: Specifications

- 17.1 Standard market available produce. Standard produce which Murfreesboro City Schools describes as fresh fruits and vegetables must be invoiced according to the supplier's market index invoice price, plus the firm-fixed service fee per case/box/flat (the bid price) necessary to cover the supplier's distribution, handling, processing, marketing, delivery F.O.B. inside delivery to the cafeterias and profit. Costs plus a percentage of cost bids, i.e. percentage mark up from supplier's actual costs will not be considered.

Do not submit a bid as a percentage of invoice cost.

- 17.2 The bid price for Standard Produce submitted on the bid form shall be the firm-fixed service fee per case/box/flat. The Supplier's product invoice price will not be included in the bid for all items. Only the "markup" service fee is required; however, the bidder shall include, for evaluation and calculation purposes, sample and market pricing as specified on the bid form.
- 17.3 Fresh Locally Sourced Fruits and Vegetables: For products sourced from individual farmers, Murfreesboro City Schools invoice price shall be: the (1) the farmers invoice product price to the successful proposer/supplier plus; (2) the firm-fixed service fee per case price as submitted for Standard Produce herein. Costs plus a percentage of cost proposal i.e. percentage mark up from Supplier's actual costs will not be considered. Do not submit a proposal as a percentage of invoice cost.
- 17.4 The Supplier must specify the terminal index market used to determine its invoice price, e.g. the AMS/USDA Atlanta Terminal Market Index. The designated market index shall be the basis for Murfreesboro City Schools pricing audit. Murfreesboro City Schools may consider price increases during times when extreme market conditions of certain products become volatile. Likewise, Murfreesboro City Schools may consider price reductions when surplus or favorable market conditions result in lower wholesale market prices or during specific growing seasons result in great supply and lower pricing.
- 17.5 Petitions for escalation and de-escalation of firm-fixed pricing must be based on solid, verifiable, well-documented data which demonstrates the historical and current changes in market conditions affecting the wholesale and or terminal invoice price or the overall direct costs of the raw produce, e.g. third-party bulletins, published market indexes, or as reported by the AMS/USDA using the Atlanta Terminal Market historical price as of a certain date vs. current invoice price.
- 17.6 Supplier costs, including, but not limited to labor disputes, fuel, re-structuring, indirect costs, plant closures, supplier wage increases, etc. shall not petitioned reasons for price changes.
- 17.7 If fuel prices are a concern for the Supplier, the Supplier may include a per location drop fuel surcharge in the bid. However, the trigger point for fuel surcharges must be specified in the proposal. The Supplier may use the Nashville OPIS market daily rack rate as an index trigger for fuel surcharges. www.opisnet.com
- 17.8 Petitions for increases must be submitted to the SFA's Supervisor of Nutrition or designee no less than fifteen (15) calendar days before an effective price increase can be instated.

- 17.9 Suppliers should expect payment within forty-five (45) days after delivery of the product and receipt of a properly itemized invoice. Invoices prepared for payment must reflect all credits and adjustments to be considered a "proper" invoice. See also receipt and invoice requirements under Product Delivery.
- 17.10 The Supplier shall provide transaction documentation, upon request by the SFA, which verifies the invoice price from the local farmer for the products (invoices with net price paid to the farmer on a per pound and/or a per case basis).
- 17.11 Partial Orders: Partial cases/boxes/flats shall be calculated and invoiced on a pro rata basis as determined by the percentage of case/box/flat delivered, e.g. $\frac{1}{2}$ case, $\frac{1}{4}$ case, shall be calculated by invoicing at $\frac{1}{2}$ the firm-fixed price of the case and $\frac{1}{4}$ of the firm-fixed price.
- 17.12 Supplier agrees to furnish properly marked cartons and packages, paper, or plastic, in accordance with standard regulations on all products supplied.
- 17.13 All produce items must be packed in a stackable container with a lid and packaging material shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Produce from the producer, wholesaler, and local farmers must be transported in containers that protect the integrity of the product and ensure there is no risk of the food becoming contaminated.
- 17.14 All prepared produce is to be packed in heavy duty, pinhole free, food grade plastic bags, preferably heat-sealed, and is required to carry legible, open code dating on each bag to indicate processing date of item. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to Murfreesboro City Schools for product or freight.
- 17.15 Proper temperature must be maintained for quality and food safety throughout the process of harvest to delivery at the school sites. Prepared produce shall be loaded on the delivery vehicle at a product temperature not to exceed 41 degrees Fahrenheit and transported via refrigerated truck in such a manner that the food product shall maintain and arrive at its destination with product temperature not to exceed 41 degrees Fahrenheit. Murfreesboro City Schools may reject any prepared produce that arrives at a temperature of higher than 41 degrees. Packaging materials must be safe for food contact.
- 17.16 Packaging for deliveries covered by this contract shall not change during the term of the contract period without prior written approval by the Nutrition Department of Murfreesboro City Schools.
- 17.17 Murfreesboro City Schools reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by Murfreesboro

City Schools to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the proposer in default. All products received under this proposal shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which the proposer's plant is located or by the applicable federal standards, whichever are higher. The Proposer shall follow appropriate procedures for a First-In-First-Out (FIFO) stock rotation system. The age of the finished prepared product shall be no more than four (4) days old upon receipt by Murfreesboro City Schools. Unopened prepared produce must be guaranteed to remain in fresh, crisp condition for at least seven (7) days after delivery.

- 17.18 There cannot be any minimum order requirements for any items related to this IFB. In the event that a product substitution is necessary, the successful Supplier must:
1. Contact the SFA Nutrition Supervisor at least twenty-four (24) hours prior to the scheduled delivery for approval of all substitutions.
 2. Obtain prior approval for the substitution.
 3. Adjust up the number of full cases at no extra charge to meet any Child Nutrition Services menu requirements for whole pieces (Example: Supplier's substitution of 88 count apples for 130 county applies; 24,000 servings of whole apples required for school lunch; Supplier will provide difference of approximately 140 cases at no charge)
 4. Obtain prior approval for any change in product variety by e-mail notification from the SFA Nutrition Supervisor (for example, a change from Golden Delicious to Gala Apples).
 5. The Supplier should advise the SFA Nutrition Supervisor when changes of growing region or variety of a particular produce item are needed or recommended.
 6. Shortages in any products received in poor or unacceptable condition must be replaced with no additional charge within forty-eight (48) hours. Local product shortages due to crop failure or other problems must be replaced with similar products from the successful Supplier's inventory.

PROPOSAL FORM COMPETITIVE PROPOSAL PRICING

Please carefully and thoroughly examine Section 2.A. REQUIREMENTS, Products and Pricing before proceeding to complete the proposal form. For the purpose of evaluation, the proposer must attach invoice pricing that the proposer paid (cost) for produce for the following weeks. Price lists must show effective dates: May 13-17, 2024; June 3-7, 2024

Proposal Pricing

2.A.1) a. - Standard Produce

Firm-fixed **Fee** "Markup" per case/box/flat (Total Delivered Service Fee) \$ _____

Surcharge, if any, per case for less than full case orders. \$ _____

Proposer's Invoice Price Calculation

Standard Produce (A.) Firm-Fixed Fee per case/box shown above \$ _____

Supplier's current invoice (Atlanta Market Price) for Cabbage 20 pound + \$ _____

District's invoice price (Supplier's cost + firm-fixed fee) = \$ _____

2.A.1) b. - Market Basket Selected Produce (Firm-Fixed Delivered Case Price)

| | MCS 2023- 2024 Usage | Firm-Fixed Case/Unit Price (Total Delivered) |
|--|-------------------------------|--|
| Broccoli Snack Pack (50-1/2 cup) | 450 | \$ _____ |
| Cucumber (5#) | 25 | \$ _____ |
| Cucumber Snack Pack (50-1/2 cup) | 45 | \$ _____ |
| Carrots, Sticks (4/5# bags) | 25 | \$ _____ |
| Carrots, Baby Snack Pack (100-1/2 cup) | 1450 | \$ _____ |
| Romaine, Chopped (6/2# case) | 250 | \$ _____ |
| Tomato, Grape (10#) | 50 | \$ _____ |
| Tomato, Grape & Green Pepper Snack Pack (50-1/2 cup) | 50 | \$ _____ |
| Tomato, Cherry (12 pints) | 27 | \$ _____ |
| Tomato, Medium (20#) | 75 | \$ _____ |
| Tomato, Grape Snack Pack (50-1/2 cup) | 50 | \$ _____ |
| Broccoli Florets Snack Pack (50-1/2 cup) | 171 | \$ _____ |
| Cabbage, Green Chunk (4/5#) | 150 | \$ _____ |
| Cabbage, Diced with Shredded Carrots (20#) | 60 | \$ _____ |
| Potato, Baking (110 count) | 50 | \$ _____ |
| Squash, Yellow Sliced (5#) | 250 | \$ _____ |
| Squash, Zucchini Sliced (5#) | 575 | \$ _____ |
| Cauliflower, Florets Snack Pack (50-1/2 cup) | 50 | \$ _____ |

| | | |
|---|-------------|-----------|
| Pears (90, 100,110, 125 count) (Year-round rotation of different | <u>250</u> | <u>\$</u> |
| Grapefruit, Red (40/48 ct) | <u>25</u> | <u>\$</u> |
| Apple, Sliced Snack Pack (100-1/2cup) | <u>1750</u> | <u>\$</u> |
| Bananas (40# case) | <u>900</u> | <u>\$</u> |
| Oranges (113/125/138 count) | <u>300</u> | <u>\$</u> |
| Apple, Variety (113/125/138 count)(Year-round rotation of differe | <u>250</u> | <u>\$</u> |
| Cantaloupe Snack Pack (50-1/2 cup) | <u>100</u> | <u>\$</u> |
| Fruit Mix 4 Way (5# Tray) | <u>975</u> | <u>\$</u> |
| Orange Wedge Snack Pack (50-1/2 cup) | <u>2500</u> | <u>\$</u> |
| Grapes, White (18#) | <u>125</u> | <u>\$</u> |
| Grapes, Red Snack Pack (50-1//2 cup) | <u>2700</u> | <u>\$</u> |
| Grape, Red (5# Tray) | <u>100</u> | <u>\$</u> |
| Pineapple, Chunk (5# Tray) | <u>125</u> | <u>\$</u> |
| Pineapple Chunk Snack Pack (50-1/2 cup) | <u>75</u> | <u>\$</u> |
| Strawberries - (8/1 # - flat) | <u>225</u> | <u>\$</u> |
| Apple & Grape Buddies Snack Pack (50-1/2 cup) | <u>500</u> | <u>\$</u> |
| Red & Green Apple Sliced Snack Pack (50-1/2 cup) | <u>600</u> | <u>\$</u> |
| Red Grape & Cantaloupe Snack Pack (50-1/2 cup) | <u>2750</u> | <u>\$</u> |
| Honeydew, Cut (10#) | <u>75</u> | <u>\$</u> |
| Blueberries (12 pint) | <u>75</u> | <u>\$</u> |
| Watermelon, Seedless (1 each) | <u>70</u> | <u>\$</u> |
| Kiwi (36 count) | <u>47</u> | <u>\$</u> |
| Peaches (25#) | <u>35</u> | <u>\$</u> |

2. A.1) c. MISCELLANEOUS FEES AND CHARGES

Additional fees/charges for "hot shot" deliveries? Yes No

If yes, how much per delivery per site?

\$

Extra charge for more than one delivery per site, per week? Yes____ No_

If yes, how much per delivery per site?

\$

Fuel Surcharge per drop (Flat fee only, if any)

*Specify trigger index or method.

\$

Murfreesboro City Schools total expenditures for fresh produce is approximately \$ 450,000. Projected quantities and or dollar volume may vary due to availability of similar USDA commodity products.

Murfreesboro City Schools Board reserves the right to reject any or all proposals and to waive informalities or minor irregularities or technicalities in any proposal.

I have read, understand, and agree to all statements in this request for proposal and to the terms and conditions stated herein:

Company Name

Phone Number

Fax Number

Address

Authorized Signature

Name

Date

Email Address

LOCAL PRODUCE AVAILABLE FOR SOURCING FROM PROPOSER

Please check which produce you will be able to provide (at any point of the year) from a local source at Level 1-grown within the State of Tennessee, or Level 2-grown within a region of 250 miles from the Nashville area. Also provide the name of the farm or Farmer, and the location of the farm. This information will be used to evaluate the points counted towards local produce in awarding the bid.

| Produce | Check if can provide this produce locally Level 1 | Check if can provide this produce locally Level 2 | Name of Farm or Farmer | Location of Farm Nearest city or township |
|------------------|--|--|-------------------------------|--|
| Apples | | | | |
| Strawberries | | | | |
| Cabbage | | | | |
| Peaches | | | | |
| Carrots | | | | |
| Tomatoes | | | | |
| Tomatoes, Cherry | | | | |
| Watermelon | | | | |
| Other: | | | | |
| Other: | | | | |
| Other: | | | | |
| Other: | | | | |
| | | | | |
| | | | | |
| | | | | |

SUPPLIER'S TECHNICAL RESPONSE

Any or all of the information may be used in the evaluation of this proposal.

SUPPLIER'S QUALIFICATIONS: SIZE, CAPACITY, SERVICE CAPABILITIES, PLANT/FACILITY, PERSONNEL, INSURANCE, OTHER RELATED FACTORS

SECTION I.

Company Name: _____
 Principal Owner/Parent Company: _____

Principal Place of Business: _____

PACA License #: _____

Address of Distribution Plant:

| | | | |
|---|--|--|--|
| Total Refrigerated Square Feet w/in local plant: | | Refrigerated Units Inspection and Maintenance Plan (Frequency of PM checks): | |
| Total Full-time Employees (FTE) at local plant: | | Number of fully operational refrigerated trucks (local plant): | |
| Number of FTE delivery drivers: (Local Plant) | | Delivery drivers' average number of years' experience with your company: | |
| List and describe any recent production, performance, efficiency, or quality awards your company and/or the local plant has received. | | | |
| Describe your company's employee training program for drivers and plant workers. | | | |
| How do you track prices and brands of produce purchased daily? | | | |
| Would the SFA be permitted to audit the daily pricing and brands? | | | |
| What were your company's total gross produce sales for the fiscal year 2024? | | What is your fiscal year period? | |
| What methods do you use to alert customers on the availability of seasonal produce? | | | |

Section II.

Safety and Sanitation Programs

Describe your current insect & Pest control program (frequency of inspections and treatment plan):

Describe your plant's garbage removal program and frequency.

Describe how your packaging and containers meet or exceed Federal regulations for safe use with food.

How are locally produced produce tracked and identified, e.g. identification of containers?

Do you have a written and implemented current HACCP for the local plant?

When was the last revision of the plan made?

When were the local plant personnel last trained on the HACCP Plan?

In the last 60 days, how many inspections has your plant received and what were the results of the inspection?

Please furnish a copy of the last three (3) Health department inspections.

How is produce tracked and traced as it moves through the supply chain to the customer?

How many OSHA Recordable accidents did you have at your local plant during the last 12 months?

How many lost workdays did your local plant have during the last 12 months?

Section III.

References & Performance

School District Customers:
List 2 current Customers _____

What is your plant's average
turn-around time for produce
(received and then shipped to
customer)? _____

What are the limits of your
company's product liability
coverage? _____

What methods, programs,
promotional materials or
resources does your company
offer to promote the local
produce program? _____

How is locally grown produce
kept separate or separated at
your plant? _____

Section IV.

Pricing Terms

What is your company's return
and credit policy for poor
quality produce? _____

Describe how your company
will invoice for partial cases? _____

REFERENCES

You must furnish three (3) customer references of customers who: (1) have been customers for at least three years; (2) have an annual purchase volume of at least \$200,000 or more; (3) have five (5) or more delivery locations serviced by the same local plant.

| | | | |
|--------------------------|-------|-------------------------|-------|
| Customer Name: | _____ | Contact's Name: | _____ |
| Customer's Address: | _____ | Contact's Phone Number: | _____ |
| Contact's Title | _____ | Length of contract: | _____ |
| Contact's Email Address: | _____ | | |

| | | | |
|--------------------------|-------|-------------------------|-------|
| Customer Name: | _____ | Contact's Name: | _____ |
| Customer's Address: | _____ | Contact's Phone Number: | _____ |
| Contact's Title | _____ | Length of contract: | _____ |
| Contact's Email Address: | _____ | | |

| | | | |
|--------------------------|-------|-------------------------|-------|
| Customer Name: | _____ | Contact's Name: | _____ |
| Customer's Address: | _____ | Contact's Phone Number: | _____ |
| Contact's Title | _____ | Length of contract: | _____ |
| Contact's Email Address: | _____ | | |

Vegetables should be firm, and fresh with no signs of browning or wilting. Code dated, sulfite free.

ITEMS BELOW MAY BE PURCHASED FOR THE NUTRITION PROGRAM IN SMALLER QUANTITIES:

VARIETY OF PROCESSED FRUIT OR VEGETABLES (CUT, CUBED, OR CHOPPED)

REQUIRED FORMS/SUBMITTALS

- All pages of the IFB are required to be submitted
 - Print company name on top of each page, submit with bid proposal.
- Attachment A - Business Relationship Affidavit
 - Required to be completed.
 - Notarized and returned with bid proposal.
- Attachment B - Certification Regarding Lobbying
 - Required to be completed and submitted with the bid proposal.
- Attachment C - Certification Regarding Debarment
 - Required to be completed and submitted with the bid proposal.
- Attachment D – Non-Kickback Affidavit
 - Required to be completed and submitted with the bid proposal.
- Attachment E - Buy American Waiver
 - Required to be completed and submitted with the bid proposal.
- Attachment G – Civil Rights Assurances
 - Required to be completed and submitted with the bid proposal.
- Attachment F – Supplier Bid Rigging Certification
 - Required to be completed and submitted with the bid proposal.
- Specific terms form
 - Required to be completed and submitted with the bid proposal.
- Supplier Registration Form and W-9
 - Complete and submit with the bid proposal.
 - Required annually if not submitted with the proposal.
- Proposal Form
 - Required to be completed and submitted with the bid proposal.
 - Complete copy of the bid with the original
 - References
- Product specifications sheets
 - Required, especially for any alternates submitted.
- Copy of HACCP program guidelines
- Copy of local plant's last three (3) health department inspections
- List of possible delivery dates

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF TENNESSEE)
) ss
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, on oath say, that (s) he is the agent authorized by the Proposer to submit the attached Proposal. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one year prior to the date of this statement with the party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, the affiant should do state.)

PROPOSER

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC

My commission Expires: _____

CERTIFICATION REGARDING LOBBYING

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

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

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

1. No federally 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 awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with the instruction, as currently amended.
3. The Undersigned shall require that all language of this certification be included in the awarded documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers end that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Officer

Signature

Date

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION—LOWER-TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Title 7 CFR, § 3017, Subpart C, Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733) and Part II of the November 26, 2003, *Federal Register* (pages 66533-66646). Copies of the regulations may be obtained by contacting the United States Department of Agriculture (USDA).

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT/SUSPENSION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower-tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning asset out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that 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 Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith that certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SIGNATURE

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

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

Organization/Supplier Name

Name(s) and Title(s) of Authorized Representative(s)

Signature Date

Name of SFA
Official Title of Official

NON-KICKBACK AFFIDAVIT

STATE OF)
) **SS**
COUNTY OF)

The undersigned, (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn, on oath says that this contract (purchase order) is true and correct. Affiant further states that the (work, service or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that he or she has made no payment directly or indirectly, to any elected official, officer or employee of the SFA or technology center SFA, of money or any other thing of value to obtain or procure the contract or purchase order.

(Supplier Signature)

(Supplier/Company Name)

Attested to before me this _____ day of _____, 20_____.

(Notary Public)

Commission Expires: _____

“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 () days prior to the scheduled delivery date.

| Item as specified (include Supplier number) | Reason for exception (check one: “Limited or lack of availability” or “Price”) | | Alternative substitute item (include Supplier number) | Price of specified item | Price of alternative item |
|--|--|-------|--|-------------------------|---------------------------|
| | Limited or lack of availability | Price | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

In all cases, the school food authority 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.

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.

Supplier Certification

_____ *Authorized signature*

_____ *Date*

Civil Rights Assurance Statement

Supplier Name:

By indication of the authorized signature below, the Supplier does hereby make certification and assurance of the Supplier's compliance with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d etseq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 etseq.);
- 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 etseq.);
- 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 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.

SUPPLIER Signature and Date

SUPPLIER BID-RIGGING CERTIFICATION

Supplier Name: _____

Authorized Agent: _____

Phone: _____ E-mail: _____

In connection with the submission of a bid to provide goods and/or services to Murfreesboro City Schools, the undersigned Supplier certifies, represents, and warrants that:

1. Non-Collusion:
 - a. The bid submitted has been drafted independently and without consultation, communication, or agreement with any other bidder or potential bidder.
 - b. 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.
 - c. No kickbacks, bribes, gifts, or anything of value have been offered, given, or promised to any employee or representative of Murfreesboro City Schools in connection with this bid.
2. No Bid-Rigging:
 - a. The bid has not been disclosed to any other Supplier or potential Supplier before the official opening of the bids.
 - b. The undersigned Supplier has not participated in any scheme or arrangement with other Suppliers that would involve bid rotation, complementary bidding, or any other form of bid manipulation.

I, the undersigned, hereby acknowledge that I have read and understand the contents of this certification. I further certify that I am an authorized representative of the Supplier and that the statements contained herein are true and correct to the best of my knowledge and belief.

Signature: _____

Title: _____ Date: _____

Invitation for Bid and Contract

This document contains a bid solicitation and contract for the furnishing of produce for the nonprofit school food service program(s) for the period beginning _____, 2024, and ending _____, 2025, and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the contract between the bidder and the school food authority (SFA). The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the bid solicitation/contract. Produce prices must be quoted as if no USDA Foods will be received.

Total Estimated Amount of Bid**:\$ _____

***All totals must be carried out to the second decimal place and must not be rounded.*

Name of bidder: _____

Street address: _____

City: _____

State: _____

Zip code: _____

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for four additional one-year contract terms.

Bidder Signature

Title

Date

Acceptance of Contract

School food authority (SFA): Murfreesboro City Schools

SFA Signature

Title

Date