

**Board of Education Regular Meeting**

November 11, 2025 6:00 PM

MCS Administrative Offices

I. CALL TO ORDER Procedural Item	Chair Amanda Moore
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Eva Brooks, a student at Cason Lane PreK and Jeremiah and Jacob Sorth, students at Scales Elementary.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Amanda Moore
III. PUBLIC COMMENT Information Item American Education Week	Chair Amanda Moore
IV. CONSENT ITEMS Consent Agenda	Chair Amanda Moore
A. Approval of 10-28-25 Board Minutes Consent Item	
B. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of Board Policy 5.106, Application and Employment, on First Reading Action Item	Ms. Lauren Bush
B. Approval of Additional MDA Position at Erma Siegel Action Item	Dr. Trey Duke
C. Approval of Additional BEST Behavior Classroom Action Item	Dr. Trey Duke
D. Approval of Additional Duties Stipend Action Item	Dr. Trey Duke
E. Approval of Surety Bond for Finance Director Action Item	Dr. Trey Duke
F. Approval of Contract-Pass Through Heated and Refrigerated Cabinets for Nutrition Department Action Item	Dr. Trey Duke
G. Approval of Contract-Nutrition Vans Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Amanda Moore
A. Discussion of Internet Safety Measures as per Board Policy 4.406 Information Item	Ms. April Zavisa
B. Budget Preparation Calendar Information Item	Dr. Trey Duke
C. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Amanda Moore

VIII. ADJOURNMENT  
Action Item

Chair Amanda Moore

**MINUTES**

**Board of Education Regular Meeting**

October 28, 2025 6:00 PM

City Hall Council Chambers

<p><b>I. CALL TO ORDER</b> Procedural Item <b>Present:</b> Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Mr. David Settles.</p> <p>In attendance: Dr. Trey Duke, Lisa Trail, Sheri Arnette, Don Bartch, Ken Rocha, Daniel Owens, Sonya Cox, Maria Johnson, M'Lisa Miffleton, Rita Johnson, Dr. Caitlin Bullard and Discovery School team</p> <p>Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p>	Chair Amanda Moore
<p><b>A. Pledge of Allegiance</b> Procedural Item The Pledge of Allegiance was led by Ellee Powers, a 1st grade student at Cason Lane Academy, and Emeri Powers, a 4th grade student at Cason Lane Academy as well as Roxy Robinette and Will Houchens, both 4th grade students at Northfield Elementary.</p>	
<p><b>B. Moment of Silence</b> Procedural Item</p>	
<p><b>II. APPROVAL OF AGENDA</b> Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Amanda Moore
<p><b>III. COMMUNICATIONS</b> Information Item Our Coordinated School Health in conjunction with MTSU athletics hosted two sporting events in October, volleyball and tennis. Both were a huge success and introduced students to new sports and to the MTSU campus.</p> <p>Congratulations to Salem Elementary on receiving the Best Elementary School Ruthie Award.</p> <p>Thank you to the City Schools Foundation and Eric Clements for their work on the Serve it Up Pickleball Tournament. And a huge thank you to the sponsors that support our foundation's goals.</p> <p>The Foundation will present over \$60,000 in grants this week to teachers across our district including a \$5,000 grant for robotics that is sponsored by the Nissan Foundation.</p> <p>Through our partnerships with The City of Murfreesboro Parks and Recreation, we hosted a Parent University at Wilderness Station and Barfield Park. Additionally, our friends at Patterson Park served as host for The Taste of Latin America Celebration on October 23.</p> <p>Thank you to the First Baptist Church for donating to our Backpack program.</p> <p>Lisa Trail also mentioned that she will send a link to Board members to vote on Northfield's storybook pumpkins at Lucky Ladd Farms.</p>	Mrs. Lisa Trail

Ms. Trail informed the Board that, due to the government shutdown, SNAP benefits may be temporarily suspended. She recognized Jennifer Lowe and Ken Rocha for their efforts in developing a support plan for district families in need. Ms. Trail noted that there is currently an ample supply of food available for those families. She also shared that individuals wishing to contribute may contact Jennifer Lowe or Ms. Trail to make food or monetary donations to assist with family resources.	
A. The Best of MCS-Ms. Rita Dotson-Bus Aide Procedural Item	Dr. Trey Duke
B. Spotlight on Education-Discovery Schools' Blue Ribbon Recognition Procedural Item Dr. Duke invited Dr. Bullard and her team to come forward as he recognized Discovery School for its recent Blue Ribbon distinction. He noted that, although formal recognition at the federal level is no longer in place, he was honored to acknowledge the hard work and dedication required to achieve this honor and expressed his appreciation and congratulations to the team. Dr. Bullard shared a note from a parent whose child had recently transferred to Discovery School, describing the positive transformation she had observed in her son. Dr. Bullard stated that this reflects the culture the school strives to maintain each day. She informed the Board that this year marks Discovery School's 20th anniversary and noted that the Blue Ribbon recognition is awarded every five years. This year represents the third time Discovery School has received the honor within its 20-year history. Dr. Bullard concluded by stating that Discovery School exemplifies the very best of public education and expressed her gratitude to the Board for its continued support.	Dr. Trey Duke
C. Public Comment Procedural Item	Chair Amanda Moore
IV. <b>CONSENT ITEMS</b> Consent Agenda Motion to approve consent agenda. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	Chair Amanda Moore
A. Approval of 10-14-25 Board Minutes Consent Item	
B. Personnel Report Consent Item	
C. Approval of Surplus Property Disposal Consent Item	
V. <b>ACTION ITEMS</b> Action Item	Chair Amanda Moore
A. Approval of TISA Accountability Report Action Item Motion to approve the TISA Accountability Report. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0	Dr. Trey Duke
B. Approval of Contract-Maintenance Trucks Action Item Motion to approve the Contract-Maintenance Trucks. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0 Mr. Settles asked for clarification on whether the trucks being purchased were replacements for retiring vehicles, and Dr. Duke confirmed that they were.	Dr. Trey Duke
C. Approval of Budget Amendment-Donations	Dr. Trey Duke

<p>Action Item Motion to approve the Budget Amendment-Donations. This motion, made by Mr. David Settles and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0</p>	
<p>D. Approval of Budget Amendment- City School Foundation Action Item Motion to approve Budget Amendment- City School Foundation. This motion, made by Mr. Butch Campbell and seconded by Mr. Jimmy Richardson III, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>E. Approval of Budget Amendment-Health Services Action Item Motion to approve Budget Amendment-Health Services. This motion, made by Mr. David Settles and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>F. Approval of Budget Amendment-Maintenance of Effort Action Item Motion to approve Budget Amendment-Maintenance of Effort. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>G. Approval of Budget Amendment-Additional Payroll Assistant Position Action Item Motion to approve Budget Amendment-Additional Payroll Assistant Position. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>H. Approval of Revenue and Expenditure Report Action Item Motion to approve Revenue and Expenditure Report. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0 Mr. Owens presented the August Revenue and Expenditure Report to the Board. Following the presentation, Mr. Jimmy Richardson and Mr. David Settles expressed their appreciation for Mr. Owens' work, commending him for a job well done. The Board unanimously agreed with their sentiments.  Dr. Duke informed the Board that the distribution of new computers is currently underway and reported that the process is going smoothly. Mr. Don Bartch confirmed that approximately half of the schools have already received their computers.</p>	Mr. Daniel Owens
<p><b>VI. REPORTS AND INFORMATION</b> Information Item</p>	Chair Amanda Moore
<p>A. Director's Update Information Item Dr. Duke began his Director's Update by thanking Ms. Moore, Ms. Long, and other Board members who attended the League of Women Voters event on <i>Civic Education: Vouchers, Charter Schools, and School Choice</i> the previous evening. He noted that it was a valuable and productive discussion.  Dr. Duke asked the Board to review the recent updates to the 2025-2026 Board Meeting Schedule. He stated that Ms. VanCleave had provided each Board member with an updated calendar. Due to scheduling conflicts, the Board retreat originally planned for January 24 had been canceled. The first meeting in January will now be held on January 13 at the Central Office from 5:00 to 8:00 p.m. to allow for an extended session. Additionally, a meeting has been added for January 27 at City Hall to address voting matters.</p>	Dr. Trey Duke

<p>Dr. Duke again expressed appreciation to Ms. Trail and Mr. Rocha for their leadership in developing a sustainable plan to assist families in need during the potential suspension of SNAP benefits. He commended their collaborative efforts in organizing resources to meet this community need.</p> <p>Chair Moore noted that she had received inquiries from employees regarding the status of federally funded positions during the government shutdown, as there was concern that it might affect their employment.</p> <p>Dr. Duke assured the Board that the federal shutdown would not have an immediate impact on the district. He explained that federal funding for the current year had been received last year, and all employees, including those in federally funded positions, could be confident in their job security. Dr. Duke added that he expected Title funding to remain available in some capacity and reiterated that there was no cause for concern at this time.</p>	
<p><b>VII. OTHER BUSINESS</b>  Information Item  Mr. Settles commented on Dr. Duke’s remarks regarding the district’s efforts to implement a plan to support families in need. He stated that initiatives such as this set Murfreesboro City Schools apart as a district. Mr. Settles noted that while this Board is sometimes described as having "boring meetings," he views that as a reflection of the Board’s cohesiveness and effectiveness in accomplishing its work. He expressed his belief that the district has the best Director in the state, and possibly in the nation, and that the Board’s ability to efficiently handle business demonstrates its strong leadership and advocacy for students, educators, and support staff.</p> <p>Mr. Settles also commended Dr. Duke for recognizing Ms. Dotson as the <i>Best of MCS</i>, noting that individuals like her—along with Ms. Trail, whom he also praised for her outstanding behind-the-scenes work—play vital roles in the district’s success. He added that this level of dedication is one of the reasons families choose Murfreesboro City Schools. He concluded by commending the Board for handling challenges with professionalism and grace.</p> <p>Mr. Richardson thanked Mr. Settles for his remarks and added that the Board’s collective efforts reflect the core values of Murfreesboro City Schools, where students and teachers remain the central focus.</p> <p>Vice Chair Campbell expressed his appreciation for the Board, noting that during his tenure, this has been the best Board with which he has served. He also commended Ms. Dotson for her outstanding work in the Bus and Maintenance Department.</p> <p>Ms. Dodd recognized and thanked all School Resource Officers (SROs) for their dedication, specifically commending Mr. Scott Sparry, the SRO at Bradley Academy, for his positive interactions with students, including joining them in play on the playground.</p> <p>Chair Campbell added that the SRO program continues to strengthen positive relationships between students and law enforcement within the schools.</p>	<p>Chair Amanda Moore</p>
<p><b>VIII. ADJOURNMENT</b>  Action Item  Motion to adjourn. This motion, made by Mr. Butch Campbell and seconded by Ms. Karen Dodd, passed.  Yea: 7, Nay: 0  The meeting adjourned at 6:41 p.m.</p>	<p>Chair Amanda Moore</p>

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Director of Schools

Minutes  
Page 5 of 5  
October 28, 2025  
*Recorded by L. VanCleave*

*MISSION STATEMENT: To assure academic and personal success for each child.*

**Agenda Item Title:** Surplus Items

**Board Meeting Date:** November 11, 2025

**Department:** Finance and School Operations

**Presented by:** Trey Duke

**Board Agenda Category:**

- Consent Agenda
  - Action Item
  - Reports and Information
- 

**Summary**

Board policy 2.403 defines surplus property as property no longer having an intended use by the school district and/or no longer capable of being used because of the property's condition. Policy 2.403 requires the Director of Schools/designee to prepare a list of unusable items for Board approval.

These items have been deemed surplus items and will be either sold or discarded based on board policy.

**Staff Recommendation**

Recommending approval of the surplus of the items specified within this packet.

**Fiscal Impact**

All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circulation and online at least seven (7) days prior to the sale. Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids pending appropriate approvals.

**Connection to MCS's Five-Year Strategic Plan**

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success





### SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

**COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.**

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Sealed Air Pack Tiger Shipping/Packing Equip					} Items left C. Ridgely
Pregis Airspeed HC Versa Shipping/Packing Equip					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Dena Thomas FA School CO Date 11/5/25  
 Principal

Supervisor \_\_\_\_\_ Date \_\_\_\_\_  
[Signature] Date 11/5/25  
 Assistant Superintendent of School Operations or Director of Technology

Bobby Duke IV Date 12/05/25  
 Director of Schools

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

[Signature]  
Principal

School Black Fox

Date 10/23/25

[Signature]  
Supervisor

Date 10/27/25

Director of Schools

Date

Board Chairman

Date

For inventory control use: copy to central office receiving \_\_\_\_\_ copy to principal or supervisor 1/1/25;  
copy to inventory control copy to vendor

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Dena Thomas

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**From:** Tiffany Strevel  
**Sent:** Thursday, October 23, 2025 2:33 PM  
**To:** Dena Thomas  
**Subject:** Black Fox Surplus 10.23.25  
**Attachments:** 0814\_001.pdf

Good afternoon, Dena,

I am attaching a disposal form for 4 broken Little Tike cars and 2 broken Little Tike Basketball goals that are located in our enclosed playground. They were part of a grant that our Integrated PK received years ago. All of the items are broken. Let me know if you have questions.

Tiffany Streel  
Principal  
Black Fox Elementary

**From:** bfeoffice@cityschools.net <bfeoffice@cityschools.net>  
**Sent:** Thursday, October 23, 2025 2:30 PM  
**To:** Tiffany Strevel <Tiffany.Strevel@cityschools.net>  
**Subject:** Attached Image



## SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than two hundred fifty dollars (\$250), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than two hundred fifty dollars (\$250).

**COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.**

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Mini Kettles	—				
Kettle	—				
Mixing bowl	—	Hobart			
Reach in freezer	—	Hobart			
See Attached					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

\_\_\_\_\_  
 School \_\_\_\_\_ Date \_\_\_\_\_

Principal  
*B. Sanders* \_\_\_\_\_ Date 10/30/05

Supervisor  
*Bobby Duke 101* \_\_\_\_\_ Date 11/6/05

Director of Schools \_\_\_\_\_ Date \_\_\_\_\_

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Item #	Manufacturer	Model #	Equipment Type	Electrical Requirements	Notes	Department
1	Weibilt Cleveland	22CET6.1	Commercial Convection Steamer	208V / 220V / 240V	2 Compartments	Nutrition
2	Groen	CC20-E	Commercial Convection Steamer	208V / 240V / 480V	1 Compartment	Nutrition
3	Groen	CC20-E	Commercial Convection Steamer	208V / 240V / 480V	1 Compartment	Nutrition
4	Groen	CC20-E	Commercial Convection Steamer	208V / 240V / 480V	1 Compartment	Nutrition
5	Market Forge	3500	Commercial Convection Steamer	120V	2 Compartments	Nutrition
6	Market Forge	3500	Commercial Convection Steamer	120V	2 Compartments	Nutrition
7	Market Forge	3500	Commercial Convection Steamer	120V	2 Compartments	Nutrition
8	Market Forge	3500	Commercial Convection Steamer	120V	2 Compartments	Nutrition
9	Market Forge	EJ-10E	Commercial Convection Steamer	208V	2 Compartments	Nutrition
10	Market Forge	FT-60LE	Commercial Tilting Kettle	480V	2 Compartments	Nutrition
11	Hobart	A200	Commercial Mixer	120V	Missing Parts; Broken	Nutrition
12	Crown Food Service	DC-10 & DC6	Commercial Double Direct Steam Kettle Unit	120V	Was left at 910 Ridgely; Not purchased by MCS	Maintenance
13	Sealed Air	Pack Tiger	Shipping/Packing Equipment	120V	Was left at 910 Ridgely; Not purchased by MCS	Maintenance
14	Pregis	Airspeed HC Versa	Shipping/Packing Equipment	120V	Was left at 910 Ridgely; Not purchased by MCS	Maintenance





HOT

**WARNING**  
MISE EN GARDE

PATENTE PENDING

INSTALL SUPPLIED COMPONENTS HERE  
USE OF SUPPLIES OTHERWISE IS  
PROHIBITED UNDER PENALTY OF LAW.

Model	Capacity	Flow Rate	Power
1000	1000	1000	1000
2000	2000	2000	2000
3000	3000	3000	3000
4000	4000	4000	4000
5000	5000	5000	5000

**CAUTION**  
DO NOT TOUCH THE HOT SURFACE  
OF THE MACHINE. A BURNING OR SCALDING  
INJURY MAY OCCUR.

**CAUTION**  
PUSH TO RESET

**CAUTION**  
DO NOT TOUCH THE HOT SURFACE  
OF THE MACHINE. A BURNING OR SCALDING  
INJURY MAY OCCUR.

**WARNING**  
MISE EN GARDE

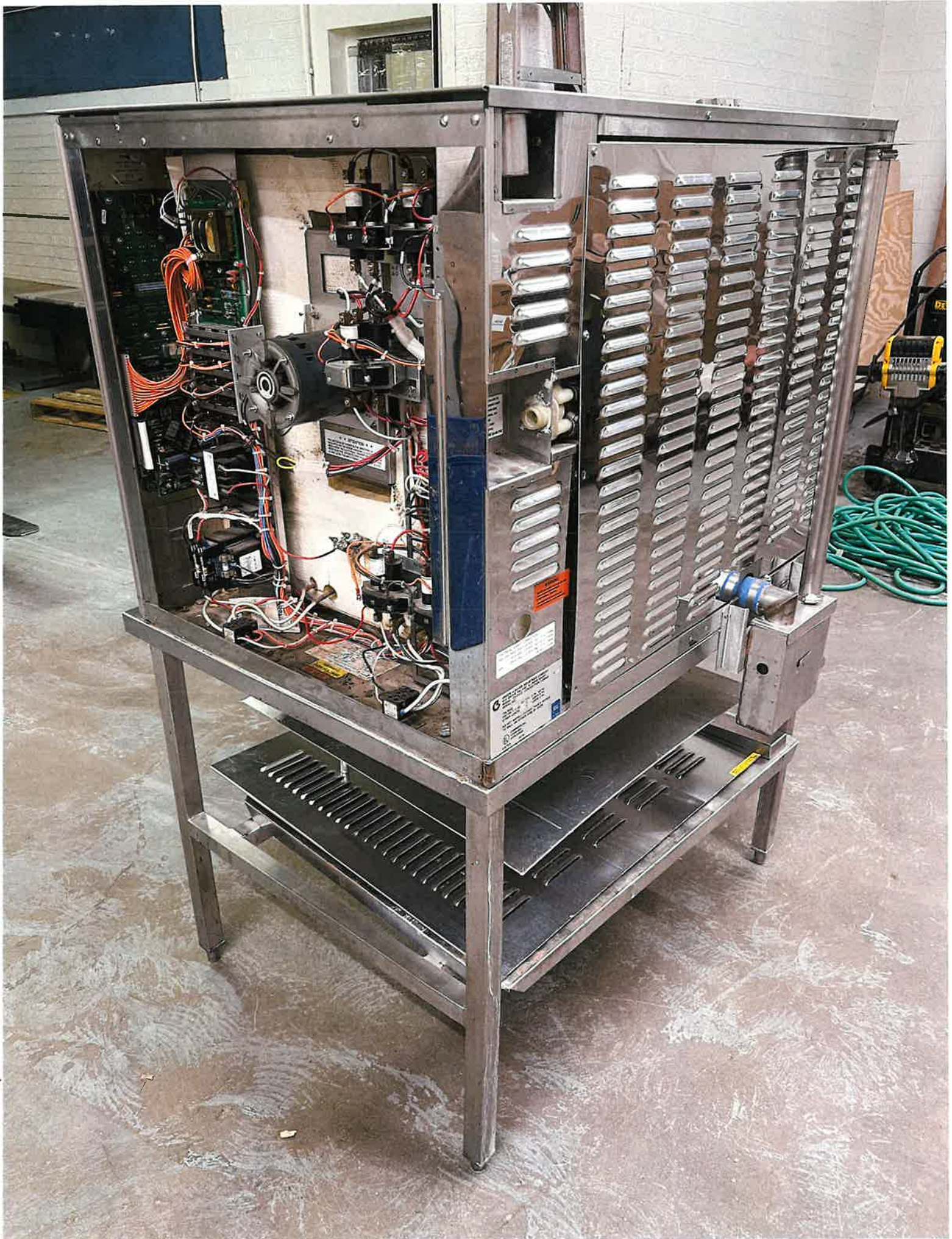
Model	Capacity	Flow Rate	Power
1000	1000	1000	1000
2000	2000	2000	2000
3000	3000	3000	3000
4000	4000	4000	4000
5000	5000	5000	5000





#2

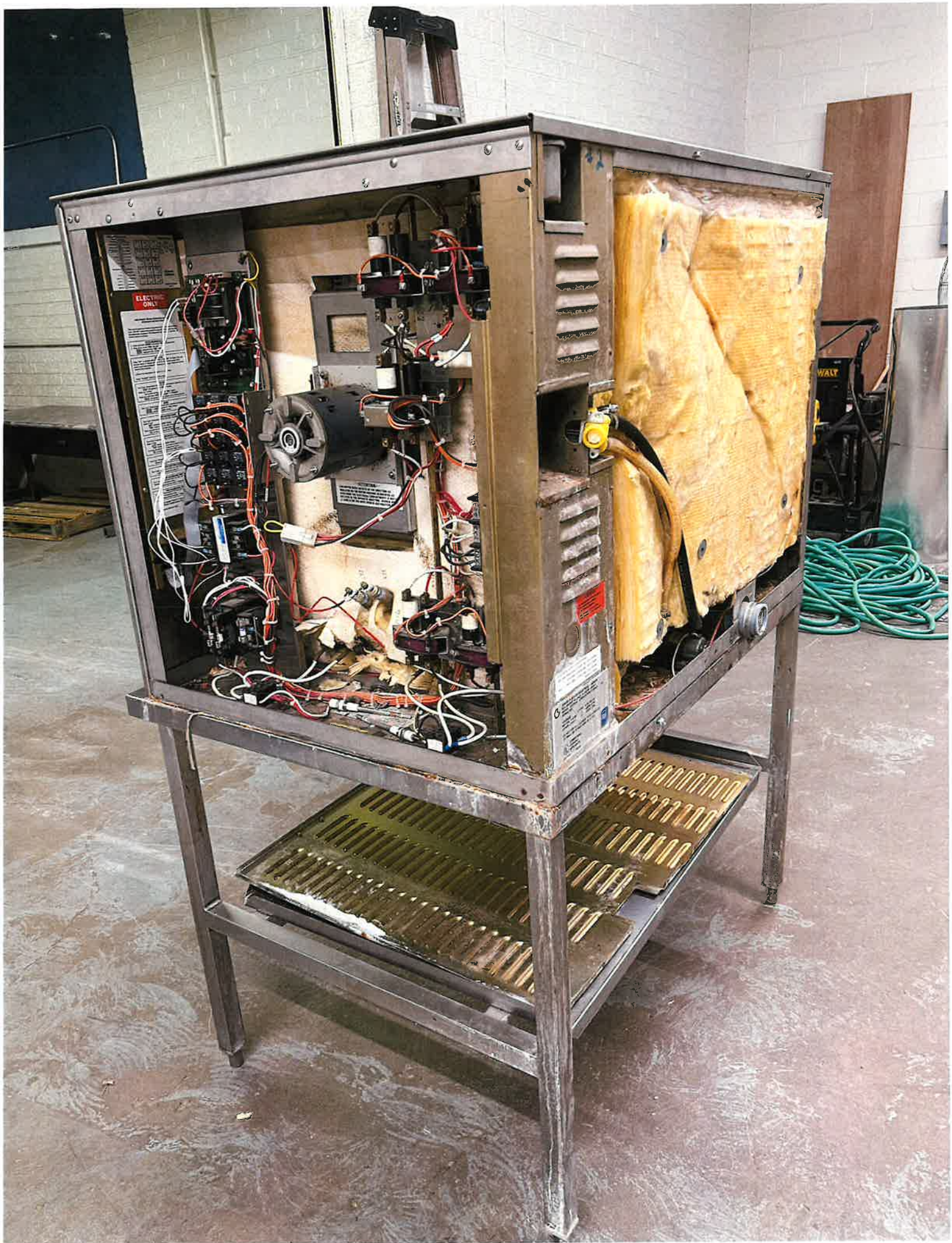






#3







#4







MARKET FORGE

ATTENTION: TO PROLONG CABINET LIFE LEAVE COMPARTMENT DOOR SLIGHTLY AOPEN WHEN UNIT IS HOT IN USE.

MARKET FORGE

3500

CONVECTION  
STEAM  
COOKER

WARNING  
VOID WARRANTY

#5



MARKET FORGE

5

ATTENTION: TO PROLONG CASSET LIFE, LEAVE COMPARTMENT DOOR SLIGHTLY Ajar WHEN UNIT IS NOT IN USE.

MARKET FORGE

Temperature dial

3500

Temperature dial

CONVECTION STEAM COOKER

WARNING: This unit is designed for use in a commercial kitchen. It is not intended for use in a residential setting. Always use proper safety procedures when operating this unit. For more information, please contact your local distributor.

Pressure gauge





#6



MARKET FORGE

STAINLESS STEEL AND ALUMINUM  
CONSTRUCTION WITH 304 STAINLESS STEEL  
AND 6061 ALUMINUM

3500

3500

3500

CONVECTION  
STEAM  
COOKER

1000

1000

1000

1000



MARKET FORCE

7

ATTENTION: TO PROLONG GASKET LIFE, LEAVE COMPARTMENT DOOR SLIGHTLY AJAR WHEN UNIT IS HOT IN USE.

MARKET FORCE

3500

3500

CONVECTION  
STEAM  
COOKER

PLEASE READ INSTRUCTIONS  
BEFORE OPERATING UNIT

#17

GAS



MF MARKET FORGE

ATTENTION- TO PROLONG GARRETT LIFE LEAVE COMPARTMENT DOOR SLIGHTLY Ajar WHEN UNIT IS NOT IN USE.

3500

CONVECTION STEAM COOKER

Power switch and control panel on the base of the unit.

GAS



FUSION  
LAMPS

FUSION  
LAMPS

FUSION  
LAMPS

FUSION  
LAMPS

FUSION  
LAMPS

EVERPURE

PEN  
EVER  
7CE

20-10-11

SCALE FUSION

**my MARKET FORGE**  
INDUSTRIAL EQUIPMENT

ATTENTION - TO PROLONG GASKET LIFE, LEAVE  
COMPARTMENT DOOR SLIGHTLY AJAR WHEN  
UNIT IS NOT IN USE.

**my MARKET FORGE**



3500



CONVECTION  
STEAM  
COOKER

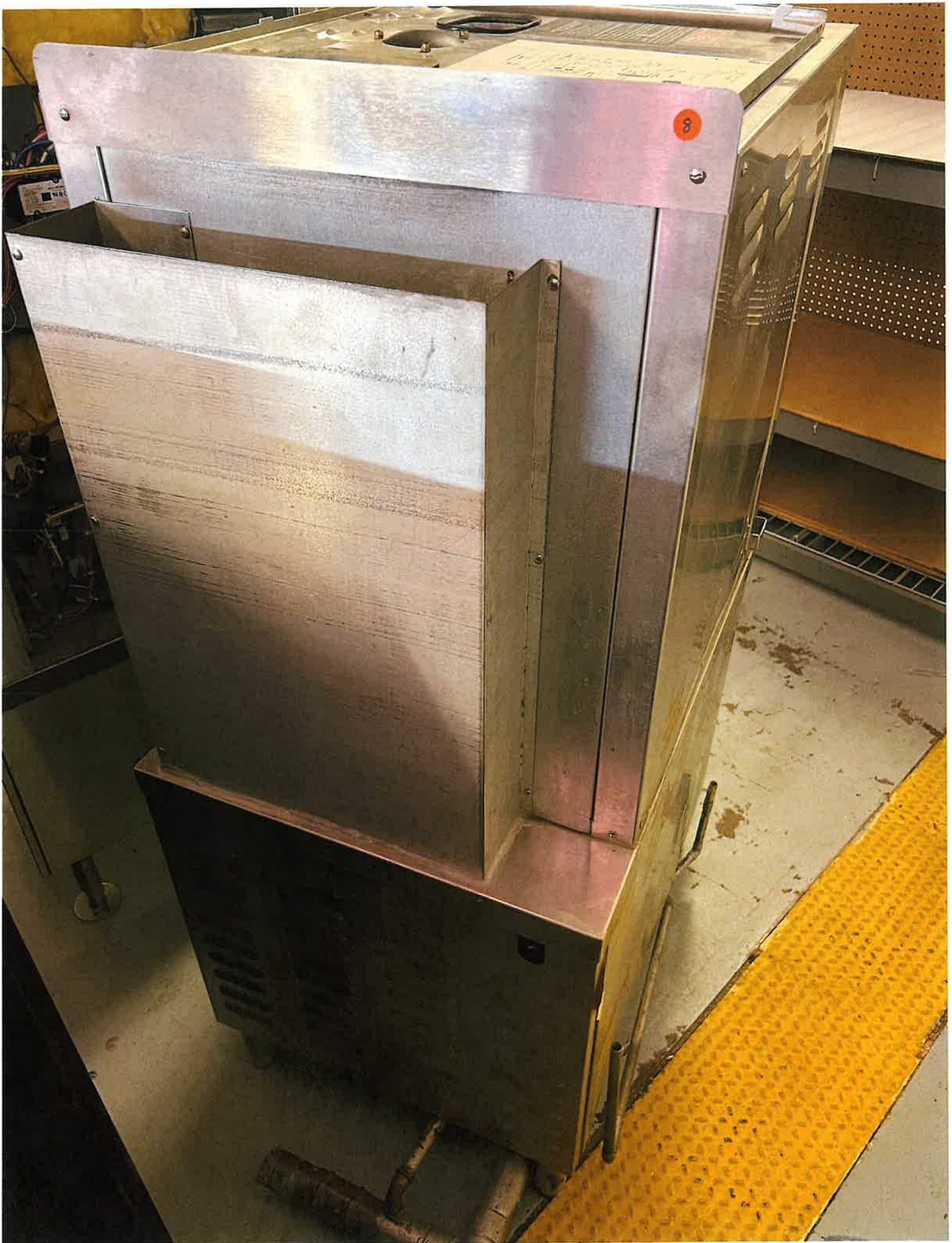
**WARNING**  
DO NOT RESE DOWN THIS  
EQUIPMENT UNDER ANY CONDITION  
FAILURE TO COMPLY MAY  
VOID WARRANTY

ALL PARTS AND ACCESSORIES  
SHOWN ARE NOT  
WARRANTED BY  
MARKET FORGE  
INDUSTRIAL EQUIPMENT  
CORPORATION  
EXCEPT AS SHOWN  
ON THIS LABEL



#2





MARKET FORCE

MARKET FORCE

9

OPEN

READY COOKING  
ON OFF  
DELIME

EJ-10E

**WARNING**  
Caution: When all units are in use, the temperature inside the unit can reach up to 300°F. Do not touch the interior surfaces. The interior surfaces are hot. Use caution when handling food. Do not touch the interior surfaces. Do not touch the interior surfaces. Do not touch the interior surfaces.

OPEN

READY COOKING  
ON OFF  
CONVECTION  
STEAM  
COOKER

#9



WARNING:  
USE SUPPLY CONDUCTORS  
SIZES FOR 90°C  
OR EQUIVALENT  
INSTALLER USE CONDUCTORS  
OF NOMINATION CONDUCTOR  
RATED 90°C

**WARNING:**  
WATER QUALITY REQUIREMENTS

9

DO NOT LIFE, LEAVE  
ONLY ALARM WHEN

3500

CONVECTION  
STEAM  
COOKER

my MARKET FORGE

READY COOKING



ON

OFF

DELIME

EJ-10E

READY COOKING



ON

OFF

CONVECTION  
STEAM  
COOKER

HEAT





WARNING: THIS  
EQUIPMENT IS  
DESIGNED TO  
OPERATE AT  
PRESSURES UP TO  
150 PSI. DO NOT  
EXCEED THIS  
PRESSURE. ALWAYS  
USE PROPER  
OPERATING  
PROCEDURES.

#10











CAUTION  
HOT

CAUTION  
HOT

NONE WORKING - Parts Missing

910 Ridgely

#12







☀️  
☺️  
☺️

Suppl  
all  
ind-ty

SmartAir D

Sealed Air  
**PackTiger**  
Paper Packaging System

B

#13





#14





44



Complies With  
UL 963  
CSA C22.2 No. 68  
E113187



**Property of The Pregis Corporation**

1650 Lake Cook Rd.  
Deerfield, IL 60015 USA

**Model: AirSpeed HC VERSA**

**Serial# 19844**

**115/230 VAC, 60/50Hz. 10/6 amp max**

**Weight 65 lbs / 30 kg**

**Manufacture Date: 11/2013**

**Patents Pending**



**CAUTION!** To provide continued protection against risk of electric shock, connect to properly grounded outlet only!

**WARNING!** TO REDUCE THE RISK OF FIRE, REPLACE ONLY WITH SAME TYPE 10A-250V FUSE

SERVICE NO

10 90

Here's the last piece of kitchen equipment. It's a serving line made by Williams.

It has 4 small compartments measuring 12"x20"

1 Large compartment 22"x42"

lower sliding cabinets

unknown electrical requirements - no tags

It is made of two pieces:

1 piece is 28.5" wide, 30" deep, 35" high

1 piece is 108" wide, 33" deep, 49" high (including clear guard)



#15



**Agenda Item Title:** Board Policy 5.106 on First Reading

**Board Meeting Date:** November 11, 2025

**Department:** Legal

**Presented by:** Lauren Bush

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Policy 5.106, *Application and Employment*, has been revised to clarify that coursework applied toward MA+30 status must be completed through an accredited university. This minor change, reflected in redline, ensures consistent verification of academic credentials for. No additional procedural or fiscal changes are proposed.

### Staff Recommendation

Approve changes to Board Policy 5.106, *Application and Employment*, on first reading

### Fiscal Impact

This change may have a small fiscal impact since it helps ensure that only employees who meet the accredited coursework requirements for MA+30 are placed on the correct salary schedule. It keeps our compensation process clear and consistent.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

# Murfreesboro City School Board

Monitoring:  <b>Review: Annually, in January</b>	Descriptor Term:  <h2 style="text-align: center;">Application and Employment</h2>	Descriptor Code: <h3 style="text-align: center;">5.106</h3>	Issued Date: <h3 style="text-align: center;">05/24/22</h3>
		Rescinds: <h3 style="text-align: center;">5.106</h3>	Issued:

1    **APPLICATION**

2    An individual desiring a position shall make application to the Director of Schools on forms developed  
 3    by his/her office. To ensure the safety and welfare of students and staff, the district shall require  
 4    criminal history background checks and fingerprinting of applicants for teaching positions and any  
 5    other positions that require proximity to children.<sup>1, 10</sup> If applying for a teaching position, the Director of  
 6    Schools shall also check the applicant’s license status in the Tennessee Department of Education’s  
 7    database to determine if there is a hold on that applicant’s license, and if so, the reasoning behind the  
 8    hold.<sup>2</sup>

9    Knowingly falsifying information shall be sufficient grounds for termination of employment and shall  
 10   also constitute a Class A misdemeanor which must be reported to the District Attorney General for  
 11   prosecution.<sup>3</sup> The Board shall pay any costs incurred to perform these background checks and  
 12   fingerprinting.<sup>4</sup>

13    *Professional Employees*

14    The application shall include the colleges or universities attended along with references from persons  
 15    such as previous employers, college professors, and supervisors of student teachers. Other information  
 16    shall include whether such applicant has been dismissed for cause from a school system.<sup>5</sup> If previously  
 17    employed by a local board of education, the applicant shall provide evidence of acceptable resignation.

18    No person shall be employed:

- 19        1. Who does not hold a valid license to teach or a temporary permit to teach from the Tennessee  
 20        Board of Education;<sup>6</sup>
- 21        2. Who has been identified by the Department of Children’s Services, or on a similar registry in  
 22        another jurisdiction, as a perpetrator of child abuse, severe child abuse, child sexual abuse, or  
 23        child neglect, or who poses an immediate threat to the health, safety, or welfare of children;<sup>7</sup>
- 24        3. Who is listed on the state’s abuse of vulnerable persons registry maintained by the Department  
 25        of Health, or on a similar registry in another jurisdiction;<sup>7</sup>
- 26        4. Who does not certify in writing that they do not have any contagious or communicable disease  
 27        in such form that might endanger the health of school children;<sup>8</sup>
- 28        5. Who refuses to take and subscribe to an oath to support the Constitution of the State of  
 29        Tennessee and of the United States of America;<sup>9</sup>
- 30        6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from  
 31        employment for cause; or
- 32        7. Who does not receive a satisfactory background check.<sup>10</sup>

33    *Support Employees*

34    No person shall be employed:

- 35        1. Without the appropriate qualifications listed in the job description and/or stated in law;

- 36 2. Who does not certify in writing that they do not have any contagious or communicable disease  
37 in such form that might endanger the health of school children;<sup>8</sup>
- 38 3. Who has been identified by the Department of Children's Services as a perpetrator of child  
39 abuse, severe child abuse, child sexual abuse, or child neglect, or who poses an immediate  
40 threat to the health, safety, or welfare of children;<sup>7</sup>
- 41 4. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department  
42 of Health;<sup>7</sup>
- 43 5. Who has not complied with the Immigration Reform and Control Act of 1986;<sup>11</sup>
- 44 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from  
45 employment for cause; or
- 46 7. Who does not receive a satisfactory background check.<sup>10</sup>

## 47 **EMPLOYMENT**

### 48 *Professional Employees*

49 After checking references and receiving written recommendations, the Director of Schools shall hire  
50 and assign qualified applicants.

51 Upon initial employment, the Director of Schools shall notify such person, in writing, of the offer and  
52 conditions of employment. Upon receipt of employment notification, such person shall respond within  
53 the timeline established by state law.<sup>12</sup> From the date of the written acceptance, such person is  
54 considered to be under employment with the system and is subject to all rights, privileges, and duties.

### 55 *Support Employees*

56 After checking references and receiving written recommendations from principals and/or supervisors,  
57 the Director of Schools shall hire and assign qualified applicants. The Employment at Will Agreement  
58 of each support employee shall contain a statement regarding the required ninety (90) day probationary  
59 period.

### 60 *Anticipation of Advanced Degree or Academic Credentials*

61 The teacher shall be responsible for securing a license or certificate, verifying its accuracy, maintaining  
62 its validity, registering it with the Murfreesboro City Schools Human Resources Department, and  
63 meeting the requirements of T.C.A. 49-5-101. Initial salary shall reflect the established degree shown  
64 on the Tennessee Department of Education certificate presented at the time of employment.

65 For budgetary purposes, all licensed employees who anticipate receiving an advanced degree or  
66 additional graduate hours to meet the MA+30 requirement shall report this to the Director of Schools  
67 no later than March 1.

68 The licensed employee shall be responsible for filing an official copy of the transcripts with the  
69 Murfreesboro City Schools' Human Resources Department once the required coursework has been  
70 completed or the degrees have been awarded. The employee may but is not required to complete the  
71 necessary process to have their school/university send official transcripts directly to the state  
72 certification office in order to add the degree to their license in TNCompass.

73 The employee has sixty (60) calendar days to submit the required documentation to Human Resources  
74 in order for the new level of pay to backdate to the degree conferral date. If documentation is received

75 after sixty (60) calendar days, the new level of pay will begin the date that the documentation is  
76 received by Human Resources.

77 For courses to count towards a MA+30 status on the **salary schedule**, they must be graduate level  
78 education courses taken after completion of a Master's degree **through an accredited university**. These  
79 courses must be traditional, credited courses, and not continuing education credits or courses needed  
80 for initial licensure.

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**Legal References**

1. [TCA 49-5-406](#); [TCA 49-5-413](#)
2. [State Board of Education Policy 5.501](#)
3. [TCA 49-5-406\(a\)\(2\)\(A\)](#)
4. [TCA 49-5-413\(c\)](#)
5. [TCA 49-2-131](#)
6. [TCA 49-5-403](#); [TCA 49-5-101](#); [TCA 49-5-106](#)
7. [TCA 49-5-413\(e\)](#)
8. [TCA 49-5-404](#)
9. [TCA 49-5-405](#)
10. [TCA 49-5-413\(a\), \(f\)](#)
11. [Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, 8 USCA § 1101 et seq.](#)
12. [TCA 49-5-406\(b\)](#)

**Cross References**

Orientation and Probation 5.107  
Compensation Guides & Contracts 5.110  
Background Investigations 5.118  
Recommendations and File Transfers 5.203  
Interim Employees 5.700  
Qualifications and Duties of the Director of Schools 5.802

**Agenda Item Title:** New Position – Four Hour Mid-Day Assistant at Erma Siegel

**Board Meeting Date:** November 11, 2025

**Department:** Special Education

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Upon request from the Special Education Department, the Director of Schools is recommending a growth four-hour Mid-Day Assistant position for the Special Education Resource program at Erma Siegel Elementary. The position is warranted for the efficient operation of the program and to meet the needs of a student requiring additional support.

### Staff Recommendation

Recommended approval to hire the additional staff beyond what was originally budgeted in the FY26 budget.

### Fiscal Impact

Employee salary and benefits will be based on years of experience and degree. The pay range for Educational Assistants is \$15.97 per hour for 720 annual contract hours.

The position will be paid out of the General-Purpose budget. No budget amendment will be needed at this time. Increase in expenditures are found in 71200-163.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

**Agenda Item Title:** BEST Classroom – Additional Classroom

**Board Meeting Date:** November 11, 2025

**Department:** Special Education

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

The Special Education Department is requesting the addition of a third BEST behavior classroom at Mitchell-Neilson Elementary. Currently, there are four BEST classrooms in the district. Two are located at Mitchell-Neilson Elementary and two are located at Bradley Academy. Due to higher pupil-teacher ratios in the existing classrooms and student needs, an additional classroom is warranted to ensure students receive appropriate behavioral and academic support.

This new classroom will be staffed by one certified teacher and two educational assistants to maintain a safe and effective learning environment. The expansion will allow for more individualized instruction and better support for students with behavioral needs.

### Staff Recommendation

Recommended approval to create an additional BEST classroom at Mitchell-Neilson Elementary.

### Fiscal Impact

Employee salaries and benefits for the new BEST teacher will be determined based on years of experience and degree level. This position qualifies for a hard-to-staff bonus under the district's differentiated pay plan. Current staffing levels for certified teachers remain below the number approved in the FY26 budget, so no budget amendment is anticipated for this position.

The addition of two educational assistants exceeds the staffing levels approved in the FY26 budget. Any necessary budget amendment to support these positions will be considered at the end of the fiscal year based on actual staffing needs.

### Connection to MCS's Five-Year Strategic Plan

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**Agenda Item Title:** Northfield Elementary – Additional Duties Stipend

**Board Meeting Date:** November 11, 2025

**Department:** Curriculum and Instruction

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Northfield currently has two allocated 6th grade teaching positions, one of which has recently become vacant. Due to student-teacher ratios at this grade level, a full-time replacement is not necessary. After consultation with school administration, we are requesting Board approval of a monthly stipend for a currently employed educator at Northfield Elementary who has agreed to assume additional responsibilities by teaching English/Language Arts to 6th grade students. Providing a stipend to an existing staff member allows the district to maintain instructional quality while achieving cost savings.

This approach ensures uninterrupted educational programming for students from a teacher with a strong record of student success without requiring a budget amendment.

### Staff Recommendation

Recommended approval of the stipend for additional duties.

### Fiscal Impact

The proposed monthly stipend of \$1,000 will be paid from November through May, totaling \$7,000. This cost represents an overall savings to the district, as the vacant 6th grade teaching position will not be filled with a full-time employee.

### Connection to MCS's Five-Year Strategic Plan

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**Agenda Item Title:** Fiscal Agent Bond

**Board Meeting Date:** November 11, 2025

**Department:** Finance

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

State law requires the Treasurer or fiscal agent of a Local Education Agency (LEA), other than a County LEA, to execute a statutory bond. This bond protects the School District from loss of funds.

The amount of the bond for a one-year term beginning January 4, 2026, through January 3, 2027 is \$3,030,843 (with a premium of \$2,501). The amount is based on a calculation formula based on revenues from MCS' FY22 audit approved by the Comptroller.

### Staff Recommendation

We recommend the approval of the new Surety Bond.

### Fiscal Impact

\$2,501 from the General Purpose budget. This amount is commensurate with the approved FY26 budget, and no budget amendment is necessary.

### Connection to MCS's Five-Year Strategic Plan

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**Agenda Item Title:** Contract Award: Pass-Thru Heated and Refrigerated Cabinets (IFB SN-2026-01)

**Board Meeting Date:** November 11, 2025

**Department:** Finance

**Presented by:** Dr. Trey Duke

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

### Summary

The MCS School Nutrition Program issued Invitation for Bid (IFB SN-2026-01) on September 16, 2025, for the purchase and installation of pass-thru heated and refrigerated cabinets at six school cafeterias. Seven sealed bids were received by the October 28<sup>th</sup> deadline. All bids were reviewed for responsiveness and compliance with federal, state, and local procurement requirements, including completion of required certifications and warranty standards. Following evaluation, Singer H&R (Nashville) was determined to be the lowest responsive and responsible bidder.

### Staff Recommendation

Approve the contract award to Singer H&R (Nashville) for the purchase and installation of pass-thru heated and refrigerated cabinets under IFB SN-2026-01, in the total amount of \$269,457.12.

### Fiscal Impact

The total contract cost of \$269,457.12 will be funded through the School Nutrition federal food service account.

### Connection to MCS's Five-Year Strategic Plan

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- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
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2552 South Church Street  
Murfreesboro, TN 37127-6342  
Phone: 615-893-2313  
Fax: 615-893-2352  
www.cityschools.net

**Debbie Kipp**  
**Singer H&R**  
**2508 Perimeter Place Drive**  
**Nashville, TN 37214**

October 29, 2025

RE: Notice of Intent to Award  
IFB Number: SN-2026-01

To Whom It May Concern:

Thank you for your submission in response to Murfreesboro City Schools' Invitation for Bid (IFB) Number: SN-2026-01 for Pass-Through Heated Cabinets and Pass-Through Refrigerated Cabinets.

After a thorough evaluation of all bids received, we are pleased to inform you that your company has been identified as the lowest responsive and responsible bidder. Murfreesboro City Schools (MCS) intends to award the contract to your company, contingent upon approval by the Board of Education at its scheduled meeting on November 11, 2025. This notification does not constitute a formal award of contract. The official award will be made following MCS Board approval, at which time a signed contract will be executed in accordance with the terms outlined in the IFB and your submitted bid. We will follow up with a formal contract once the MCS Board has approved.

Please ensure that all required documentation, including insurance certificates and any outstanding forms, are submitted promptly to facilitate the contracting process upon approval. We appreciate your interest in working with Murfreesboro City Schools and look forward to a successful partnership.

Sincerely,

  
Jaclyn Saunders  
Supervisor of School Nutrition

CC: Daniel Owens, Finance Director



**BID EVALUATION SUMMARY:**

**IFB SN-2026-01: PASS-THROUGH WARMERS & COOLERS**

Bid Opening: October 28, 2025 at 2:00 p.m.

Location: Murfreesboro City Schools Nutrition Department

Recorder: Jaclyn Saunders

Witness: Lauren Bush

Witness: Niki Stely

Requirement	Vendor 1: Chefs Deal	Vendor 2: Chefs Deal	Vendor 3: Grady's Team	Vendor 4: Chefs Deal	Vendor 5: Douglas Equipment	Vendor 6: Singer H&R
Bid received by the deadline (sealed envelope, correct address) per IFB timeline.	✓	✓	✓	✓	✓	✓
Bidder has submitted all required bidder submission form information (Attachment A).	✓ 333,619.65	✓ 598,984.48	✓ 290,344.48	✓ 269,812.96	✓ 586,702.08	✓ 269,457.12
Bid meets specification requirements (equipment standards: new, NSF, UL/ETL, eight-year warranty, etc.).	✓	✓	✓	✓	✓	✓
Warranty meets/exceeds IFB (6 yr parts & labor; 7 yr compressor)						
Lobbying Certification Disclosure Completed (Attachment D)	✓	✓	✓	✓	✓	✓
AD-1047 (Attachment E) Completed	✓	✓	✓	✓	✓	✓
Bid Exception form Submitted (Attached F)	✓	✓	✓	✓	✓	✓
Anti-Collusion Affidavit Completed (Attachment G)	✓	✓	✓	✓	✓	✓
Attachment H – E-Verify Affidavit	✓	✓	✓	✓	✓	✓
Attachment I - References included	✓	✓	✓	✓	✓	✓

Key: ✓ = Compliant X = Non-compliant ? = Needs review

Lowest Responsive & Responsible Bidder(s): Singer H&R

Evaluator Signature: Jaclyn Saunders Date: 10/28/25

Witness Signature: Lauren Bush Date: 10/28/25

Witness Signature: Niki Stely Date: 10/28/25

Vendor 7:

Mobile Fixture  
A ✓ 285,250.08

D ✓

E ✓

F ✓

G ✓

H ✓

I ✓  
\*NO specifications



**Murfreesboro City Schools**  
**School Nutrition Program**  
**INVITATION FOR BID (IFB)**  
**IFB Number: SN-2026-01**

<b>Invitation For Bid Timeline</b>	
Bid Issue/Posting Date	9/16/2025
Final Date for Written Questions	9/30/2025
Bid Due Date and Time	10/28/2025 by 10:00AM CDT
Bid Due Location (deliver or mail to address)	Murfreesboro City Schools ATTN: Purchasing Agent 2552 South Church Street Murfreesboro, TN 37127
Bid Opening Date and Time	<b>10/28/2025 at 2:00PM CDT</b>
Bid Opening Location	Murfreesboro City Schools Administrative Offices 2552 South Church Street Murfreesboro, TN 37127

In accordance with federal civil rights law and U.S. Department of Agriculture regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a 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 fax (202) 690-7442 or call (202) 720-5964 (voice and TDD) or e-mail [program.intake@usda.gov](mailto:program.intake@usda.gov).

*Murfreesboro City School is an equal opportunity employer.*

## **DEFINITIONS**

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

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

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

**CFR:** Code of Federal Regulations

**CN:** Child Nutrition

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

**EPA:** Environmental Protection Agency

**FNS:** Food and Nutrition Services

**F.O.B.:** Freight on Board

**HACCP:** Hazard Analysis Critical Control Point

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

**NSLP:** National School Lunch Program pursuant to 7 CFR 210

**OMB:** Office of Management and Budget

**SFA:** School Food Authority

**SNP:** School Nutrition Program

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

**USDA:** United States Department of Agriculture

**U.S.C.:** United States Code

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

**SECTION 1  
PURPOSE AND PROCEDURES**

The Murfreesboro City Schools Board of Education, hereinafter referred to as SFA, is issuing this IFB for the SNP and is requesting sealed bids for Pass-Thru Heated Cabinets and Pass-Thru Refrigerated Cabinets, as described in the Solicitation attached to this IFB.

**INTENT**

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

**1. CONTRACT TIME PERIOD**

A fixed price contract will be awarded to the most responsive and responsible vendor. The anticipated term of this contract is six (6) months with the option to renew for another additional term with the option to purchase additional units at the awarded bid price. This contract term does not alter or affect any warranty or maintenance obligations provided by the vendor, which shall remain in effect as outlined in the original terms and conditions of the agreement.

**2. BID SUBMISSION PROCEDURES**

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

**QUESTIONS CONCERNING BID:**

Questions regarding this Invitation for Bid shall be directed to:

Adam Grisz, Purchasing Agent  
Murfreesboro City Schools  
[adam.grisz@cityschools.net](mailto:adam.grisz@cityschools.net)

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

**BID PROCESS:**

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

- a) The outside of the envelope shall be clearly marked as shown on the timeline of this document and titled:  
**IFB RESPONSE**  
**IFB NUMBER: SN-2026-01**  
**ATTENTION: PURCHASING AGENT**
- b) The return address on the envelope should include the vendor's complete mailing address.
- c) Sealed Bids shall be mailed or delivered to:  
Murfreesboro City Schools  
ATTN: PURCHASING AGENT  
2552 South Church Street  
Murfreesboro, TN 37127
- d) Bid responses delivered to any other location shall not constitute delivery to the SFA.
- e) Late bids shall not be accepted. The SFA shall not be responsible for late receipt of bids. Late bids will be returned unopened to the address provided.
- f) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or fails to properly execute and seal the said documents the Bidder, in the SFA's sole discretion, may be given seventy-two (72) hours from the time of the bid opening in which to provide such information to the SFA. The SFA has the right to waive any and all informalities.
- g) Bids will be opened at the date, time and location shown on the Invitation for Bid Timeline.

**3. AWARD DETERMINATION STATEMENT**

This IFB is intended to be awarded to a single or to multiple vendors and result in a firm fixed price contract. All bid prices shall remain firm for the contract period.

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

#### 4. ADDITIONAL BID INSTRUCTIONS

- a) **Bid modifications:** Bids cannot be modified after receipt of bids. Care should be taken to ensure that the information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Bid withdrawal:** Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition SFA before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- c) **Bid examination:**
  - a. Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
  - b. Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB.
  - c. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents or raising a question regarding requirements prior to submitting a bid.
- d) **Rejection or Disqualification of bids**
  - a. A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind (including alterations or erasures) which are not initialed and dated, may be rejected as non-conforming.

- b. The SFA reserves the right to waive a bid's minor irregularities if rectified by Bidder within three (3) business days of the School Nutrition Program's issuance of a written notice of such irregularities.
- c. The SFA reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- d. Issuance of this IFB in no way constitutes a commitment by the SFA to award a contract. The SFA reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the SFA. Any Bidder who has demonstrated and documented poor performance during a current or previous agreement, within the last three (3) years, with the School Nutrition Program may be considered a non-responsible Bidder and their bid may be rejected. The SFA reserves the right to exercise this option as is deemed proper and/or necessary. The SFA requires three (3) references from previous clients or customers, preferably within the last five (5) years, who can attest to the vendor's reliability, product quality, and ability to meet contract terms and deadlines.

## **SECTION 2**

### **STANDARD TERMS AND CONDITIONS**

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

#### **1. LOBBYING CERTIFICATE**

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

#### **2. DEBARMENT AND SUSPENSION VERIFICATION**

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

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

### **3. DOMESTIC PREFERENCE FOR GOODS AND MATERIALS**

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

- a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

- a) **Immediate Termination.** This contract will terminate immediately and absolutely if the SFA determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the SFA cannot fulfill its obligations under the Contract, which determination is at the SFA's sole discretion and shall be conclusive. Further, the SFA may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
  - i. In the event the Vendor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
  - ii. The SFA determines that the actions, or failure to act, of the Vendor, its agents, employees or sub vendors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or
  - iii. The Vendor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete.
- b) **Termination for Cause.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The occurrence of any one or more of the following events shall constitute cause for the SFA to declare the Vendor in default of its obligation under the Contract:

- i. The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any material requirement of the Contract or is in violation of a material provision of Contract, including, but without limitation, the express warranties made;
  - ii. The SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
  - iii. The Vendor fails to make substantial and timely progress toward performance of the Contract;
  - iv. The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the SFA reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
  - v. The Vendor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
  - vi. The Vendor has engaged in conduct that has or may expose the SFA or the State to liability, as determined in the SFA's sole discretion; or
  - vii. The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the SFA, the state, or a third party.
- c) **Notice of Default.** If there is a default event caused by the Vendor, the SFA shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the SFA's written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the SFA may:
- i. Immediately terminate the Contract without additional written notice; and/or
  - ii. Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Vendor, and/or,
  - iii. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- d) **Termination upon Notice.** Following thirty (30) days' written notice, the SFA may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the SFA up to and including date of termination.
- e) **Termination Due to Change in Law.** The SFA shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Vendor as a result of the following:
- i. The SFA's authorization to operate is withdrawn or there is a material alternation in the programs administered by the SFA; and/or
  - ii. The SFA's duties are substantially modified.
- f) **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the SFA, the SFA shall pay only those amounts, if any, due and owing to the Vendor for goods and services actually rendered up to and including the date of termination of the Contract and for which the SFA is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the SFA under the Contract in the event of termination. The SFA shall not be liable for any costs incurred by the

Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

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

#### **5. Historically Underutilized Businesses**

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

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

#### **6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT**

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

through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

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

**7. CLEAN AIR/ CLEAN WATER STATEMENT**

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

**8. RECORD RETENTION AND ACCESS CLAUSE**

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

**9. BID PROTEST PROCEDURES**

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

Nutrition. The steps for dispute resolution are as follows:

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

#### **10. NON-COLLUSION STATEMENT**

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

#### **XII. CODE OF CONDUCT**

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

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

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

#### **XIII. DUTY TO EXAMINE**

It is the responsibility of each Bidder to examine the entire solicitation, seek clarification in writing, and check for accuracy before submitting the offer. Lack of care in preparing shall not be

grounds for withdrawing after the offer due date and time nor shall it give rise to any contract claim.

#### **XIV. EXCEPTIONS TO TERMS AND CONDITIONS**

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

### **SECTION 3**

#### **SPECIAL TERMS AND CONDITIONS**

##### **1. PROPRIETARY INFORMATION**

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

##### **2. PRICING INFORMATION AND METHOD OF PAYMENT**

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

##### **3. METHOD OF SHIPMENT/ORDERS & DELIVERY INFORMATION**

- a. Orders and deliveries: Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted. Inspection: Upon delivery of product(s), the item(s) will be inspected by the facility, and if

found to be defective or failing in any way to meet specifications as indicated, the item(s) may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case-by-case basis. Rejected product(s) must be picked up immediately.

- b. Credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable items will be made upon a mutually agreed time and date.
- c. All orders are to be delivered Freight on Board (F.O.B) to addresses as indicated on *Attachment C*.
- d. Delivery schedules that fall on a holiday will be made the following business day unless other arrangements have been made and agreed upon by both parties.
- e. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

#### **4. EVALUATION FACTORS**

- a. Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the SFA's discretion, a bid may be eliminated from consideration for failure to comply with any required specifications, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the SFA's opinion, the best overall solution to meet the SFA's specifications.
- b. The SFA reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line-item basis in any combination that best serves the interest of the SFA.

#### **5. AMENDMENTS AND MODIFICATIONS OF CONTRACT**

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

#### **6. ASSIGNMENT**

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

#### **7. INDEPENDENT VENDOR AND INDEMNIFICATION**

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

**8. TIME OF PERFORMANCE**

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

**9. FORCE MAJEURE**

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

**10. EVIDENCE OF INSURANCE**

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

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

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

**11. EXCEPTIONS**

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

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

See Attachment G

**12. WARRANTY**

The Successful Bidder shall fully warrant all equipment furnished under this contract to be new, free from defects, and delivered in first-class operating condition, and shall guarantee a minimum six (6) year warranty on all parts and labor/service and a minimum seven (7) year warranty on compressors. The warranty shall cover all costs for replacement parts, labor, service calls, and travel associated with correcting any defect in materials, workmanship, or installation, and the Successful Bidder shall promptly repair or replace any defective or non-conforming equipment at no cost to the School Food Authority so as not to disrupt School Nutrition Program operations. Warranty obligations shall survive acceptance and final payment, remain in effect for the full warranty period, and be supported by written documentation, including manufacturer warranty registration and contact information for authorized service providers, provided at the time of installation.

**13. EQUIPMENT STANDARDS**

All equipment furnished under this contract shall be new, of the highest quality, and free from defects, and must bear the NSF seal of approval and comply with all applicable NSF Appliance Certification requirements. All electrically operated equipment shall be UL or ETL listed, and steam-heated equipment shall meet the standards of the American Society of Mechanical Engineers (ASME). Where available, Energy Star certified is preferred for refrigeration units to ensure long-term energy efficiency and cost savings. Each unit shall have an identifying certification label affixed by the manufacturer, and all equipment must comply with the standards of the National Electrical Manufacturers Association (NEMA).

**14. MAINTENANCE MATERIAL AND INSTRUCTIONS**

The successful bidder must be able to furnish one set of schematics and a parts list for each and every model of equipment that is awarded to them. Additionally, for each and every model of equipment delivered, the bidder must supply a brochure and/or operating manual that describe all of the operating instructions required to have the equipment perform in accordance with the manufacturer's specifications. The awarded vendor must be able to provide on-site training of equipment use at each facility for which equipment is purchased and delivered.

**15. MODEL UPDATES**

If, during the contract period, the awarded model is discontinued by the manufacturer, the awarded vendor must advise the SFA in writing of the non-availability of the contracted item. The vendor must provide complete descriptive literature for the new updated model for evaluation and approval; the new model must be the same make as the awarded item and must be offered at the same contract price or less.

**16. TRADE NAME**

Vendors are required to indicate brand name and model of merchandise quoted. Brand names and models listed in the specifications are to be used as a standard of quality and are not meant to limit competition. If "or equal" is not stated, the named brand only will be accepted. A material or product of lesser quality is not acceptable.

**17. GIFTS AND GRATUITIES**

Acceptance of gifts from vendors and the offering of gifts by vendors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this

invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

**18. SEVERABILITY**

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

**19. WAIVER AND REJECTION RIGHTS**

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

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

**20. RELEASE FROM CONTRACT**

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

**21. PIGGYBACKING CLAUSE**

Other school districts may purchase from this IFB and have the same terms, cost, and conditions as this bid, during the time that this bid is in effect. SFAs may order items in quantities of one or more. Any liability created by purchase orders issued against this agreement shall be the sole responsibility of the SFA placing the order. Prices and terms shall remain firm and in effect from the award of this bid, unless otherwise specified.

**22. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT (Appendix II to 2 CFR 200(f))**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)**

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

## 24. CIVIL RIGHTS STATEMENT AND ASSURANCE

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


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

The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA.

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

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

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

Signature:  Title: Contract Sales  
Printed Name: Debbie Kipp

ATTACHMENT A

BIDDER SUBMISSION FORM

Notice to Bidders:

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

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

This Bid is submitted on this date: (MM/DD/2025) 10/27/2025

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

Communications and questions regarding this bid are to be directed to:

Adam Grisz, Purchasing Agent  
adam.grisz@cityschools.net

Receipt of Addenda:

In submitting this Bid, Bidder represents that they have received and examined the following Addenda (if applicable):

Addendum 1 DK Date 10/27/25  
Addendum 2 DK Date 10/27/25

Checklist for Bidder:

The following documents are attached to and made part of the Bid (check all that applies):

- Specifications
- Lobbying Certificate
- Debarment Status Form
- Piggybacking Participation Form
- Bid Exception Form
- Anti-Collusion
- Vendor Affidavit
- Reference Form (if requested)
- Contract Signature Page (signed and dated after award)

Bid Pricing

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

Total Bid Price: \$ 269,457.<sup>12</sup>

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

---

Company Type (check one):

Sole Proprietorship    Partnership    Corporation    Joint Venture    LLC

Bidder attests that:

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

Company Name: Singer-HPR  
Federal ID#: 99-0974900  
Street Address: 2508 Perimeter Pl  
Nashville TN 37214

Signature\*\*: 

Signatory's Name: Phillip Pendley

Signatory's Title: GM

Witness's Signature\*\*: 

Witness's Name: Debbie Kipp

Witness's Title: Contract Sales

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

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

**ATTACHMENT B**  
**SPECIFICATIONS & QUOTE SHEET**

Instructions: Each vendor shall provide a fixed price for each cost item listed. Price shall be fixed for the initial contract award year(s). The undersigned agrees to furnish all labor, materials, and services necessary to provide Pass-Thru Heated Cabinets and Pass-Thru Refrigerated Cabinets for the Murfreesboro City Schools Board of Education in accordance with the attached specifications, and other related contract documentation.

Item 1: FULL HEIGHT INSULATED MOBILE HEATED CABINET, PASS-THRU  
Qty: 16

- a. Single Compartment, Pass-Thru Heated Cabinet.
- b. Electrical: 115v, 60/1ph. NEMA 5-20P
- c. 1,500 Watts preferred, or comparable, or similar.
- d. Full height stainless steel doors on customer side and Full height glass doors on operator side.
  - a. Stainless door on customer side to be hinged left hand.
  - b. Glass door on kitchen side to be hinged right hand.
- e. Stainless Steel Exterior and Interior.
- f. 29 7/8" Length, 37 15/16" Depth, 83 1/4" Height.
- g. Santoprene Gaskets.
- h. Microprocessor controls with digital display.
- i. Total of 9 heavy-duty shelves per unit.
- j. Casters preferred
- k. Certification: NSF and UL/ETL listed.
- l. Warranty:
  - a. Six years, minimum, service/labor.
  - b. Seven years, minimum, for compressor.

Item 2: REFRIGERATED CABINET, PASS-THRU  
Qty: 16

- a. Single Compartment, Self-Contained, Pass-Thru Refrigerated Cabinet.
- b. Electrical: 115v/60/1ph, 8.3 amps with cord and NEMA 5-15P.
- c. Full height stainless steel doors on customer side and Full height glass doors on operator side.
  - a. Stainless door on customer side to be hinged right hand.
  - b. Glass door on kitchen side to be hinged left hand.
- d. Bare Tube Coil.
- e. Stainless steel exterior and interior.
- f. 29 7/8" Length, 37 15/16" Depth, 83 1/4" Height.
- g. Santoprene Gaskets.
- h. Microprocessor controls.
- i. Total of 9 heavy-duty shelves per unit
- j. Casters preferred
- k. Warranty:
  - a. Six years, minimum, service/labor
  - b. Seven years, minimum, for compressor.

## **INSTALLATION RESPONSIBILITIES**

The following outlines the respective responsibilities of the Successful Bidder and Murfreesboro City Schools (MCS) for the delivery, installation, and commissioning of the pass-thru heated and refrigerated cabinets. These responsibilities are intended to ensure proper coordination, minimize disruption to school operations, and provide a clear division of tasks between the vendor and MCS.

### **Successful Bidder**

- Remove existing pass-thru heated and refrigerated cabinets (MCS staff will dispose of units).
- Deliver, uncrate, set in place, level, remove protective film, and remove all packaging from premises.
- Provide and install stainless steel trim enclosure, custom-fit to fully enclose pass-thru opening perimeter with no exposed gaps.
- Make all final electrical connections to new heated and refrigerated pass-thru cabinets.
- Confirm dimensions with actual site measurements prior to order to ensure fit within existing openings.
- Provide operating and maintenance manuals (hard copy and digital).
- Provide on-site orientation/training to designated MCS staff.

### **Murfreesboro City Schools**

- Modify building structure above/around pass-thru opening as needed.
- Ensure all utilities (wiring, breakers, receptacles) are available for final connection prior to installation.
- Electrical supply requirements:
  - Heated cabinets: 115v, 60/1ph, NEMA 5-20P.
  - Refrigerated cabinets: 115v, 60/1ph, NEMA 5-15P.

**ATTACHMENT C  
DELIVERY SITE(S)**

All equipment purchased under IFB-SN-2026-01 shall be delivered F.O.B. destination to the following Murfreesboro City Schools cafeterias. Deliveries must be scheduled in advance with each school cafeteria manager or designee. Under no circumstances may deliveries be left outside the building. Vendors are responsible for uncrating, moving units into the designated area, removing all packaging, and coordinating installation in accordance with Attachment B.

<b>School Name</b>	<b>School Address</b>	<b>School Cafeteria Phone Number</b>	<b>Quantity - Refrigerated Pass-Thrus</b>	<b>Quantity - Heated Pass-thrus</b>
<b>Black Fox Elementary</b>	1753 S Rutherford Blvd, Murfreesboro, TN 37130	<b>615-893-9664 Ext. 10919</b>	<b>3</b>	<b>3</b>
<b>Erma Siegel Elementary</b>	135 W Thompson Ln, Murfreesboro, TN 37129	<b>615-904-1006 Ext. 10108</b>	<b>3</b>	<b>3</b>
<b>Hobgood Elementary</b>	307 S Baird Ln, Murfreesboro, TN 37130	<b>615-898-7132 Ext. 10408</b>	<b>2</b>	<b>2</b>
<b>Northfield Elementary</b>	550 W Northfield Blvd, Murfreesboro, TN 37129	<b>615-895-6715 Ext. 10857</b>	<b>3</b>	<b>3</b>
<b>Overall Creek Elementary</b>	429 Otter Trail, Murfreesboro, TN 37128	<b>615-624-5506 Ext. 10245</b>	<b>2</b>	<b>2</b>
<b>Scales Elementary</b>	2340 St Andrews Dr, Murfreesboro, TN 37128	<b>615-217-2413 Ext. 12065</b>	<b>3</b>	<b>3</b>

**The Successful Bidder shall confirm all delivery appointments with the School Nutrition Program and the individual school site at least five (5) business days prior to delivery**

ATTACHMENT D

LOBBYING CERTIFICATION DISCLOSURE

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

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

Singer - HEIR \_\_\_\_\_  
Organization Name Award Number or Project Name

Debbie Kipp - Contract Sales \_\_\_\_\_  
Name and Title of Authorized Representative

[Signature] \_\_\_\_\_ 10/27/25 \_\_\_\_\_  
Signature Date

**ATTACHMENT E**

AD-1047

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



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

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

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

**(Read instructions on page two before completing certification.)**

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

ORGANIZATION NAME <i>Singer-H&amp;R</i>	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) <i>Debbie Kipp - Contract Sales</i>	
SIGNATURE <i>[Signature]</i>	DATE <i>10/27/25</i>

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

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

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

*Instructions for Certification*

- 1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default
- 4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
- 7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

**ATTACHMENT F**  
**BID EXCEPTION FORM**

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

**ATTACHMENT G**  
**ANTI-COLLUSION AFFIDAVIT**

STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

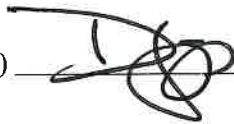
Phillip Penley, of lawful age, being first sworn on oath say, that they are the agent authorized by the Bidder to submit the attached bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price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



Signed

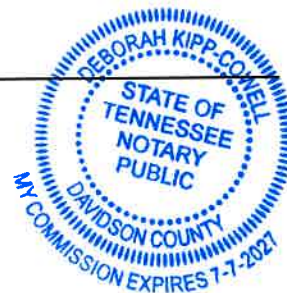
Subscribed and sworn before me this 27 day of October, 2025.

Notary Public (or Clerk or Judge)



My commission expires:

7/7/27



ATTACHMENT H

Vendor Affidavit Regarding Federal Work Authorization (E-Verify)

STATE OF TENNESSEE

COUNTY OF Davidson

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

- 1. I am the owner, principal officer, or authorized representative of:  
Company Name: Singer-H&R ("Vendor").
- 2. As a condition of contracting with the Murfreesboro City Schools Board of Education (the "SFA"), Vendor affirms compliance with the Immigration Reform and Control Act of 1986, as amended, and Tennessee Code Annotated § 12-3-309.
- 3. Specifically, Vendor affirms that it:

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

**OR**

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

- 4. Vendor further affirms that it will maintain records of compliance and make them available to the SFA, the U.S. Department of Agriculture, or other authorized officials upon request.
- 5. Vendor understands that failure to comply with these requirements is a material breach of contract and may result in termination of the contract and other remedies as provided by law.

Signature of Affiant: [Handwritten Signature]

Printed Name & Title: Phillip Pendley

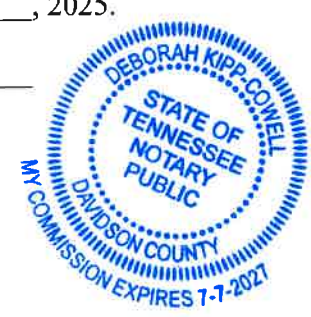
Company Name: Singer-H&R

Date: 10/27/25

Sworn to and subscribed before me this 27 day of October, 2025.

Notary Public: [Handwritten Signature]

My commission expires: 7/7/27



**ATTACHMENT I**

**BIDDER REFERENCE FORM**

The SFA requires three (3) references from previous clients or customers, preferably within the last five (5) years, who can attest to the vendor's reliability, product quality, and ability to meet contract terms and deadlines.

Company Name:		IFB Solicitation #: IFB-SN-2026-01			
Business or School System Name	Address	Contact Name and Phone Number	Email address	Dates of Service To/From:	
Poplar Hill Elem.	5100 Baker Rd	615-893-5812 Tamee Robichaux	robichaudj@reschools.net	10/16/25	
LaGuarda Elem	1140 Dbl Log Cabin Rd Lebanon	Tina Hutchins 615-472-4574	hutchins100@reschools.com		
Dakrew Elem.	2390 Kenpeck Ln Franklin	Skip Decker	skipe@wes.edu		



**VENDOR CONTRACT FOR IFB-SN-2026-01  
VENDOR CONTRACT SIGNATURE PAGE  
(Signed and dated AFTER Contract Award)**

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

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

**ARTICLE 1. PRODUCTS**

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

**ARTICLE 2. CONTRACT TIME**

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

**ARTICLE 3. CONTRACT PRICE**

The SFA shall pay VENDOR for delivery of specified goods in accordance with VENDOR’S bid, which is attached hereto. The SFA shall pay VENDOR net 30 days from date of delivery unless other terms of payment are agreed upon in writing. VENDOR acknowledges that this contract is subject to the termination, non-appropriation, and remedy provisions contained in the Contract Documents.

**ARTICLE 4. INVOICE PROCEDURES**

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

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

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

**ARTICLE 5. VENDOR’S REPRESENTATIONS**

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

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

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

**ARTICLE 6. CONTRACT DOCUMENTS**

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

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

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

**CONTRACT SIGNATURES**

IN WITNESS WHEREOF, the SFA and VENDOR have signed this Contract Agreement **once awarded**. One counterpart each has been delivered to the SFA and VENDOR. This Contract Agreement will be effective \_\_\_\_\_, 2025 for School Year (SY) 2025-2026.

\_\_\_\_\_ SFA Board of Education Chairperson

\_\_\_\_\_ Signature of Director of Schools

\_\_\_\_\_ Printed Name of Director of Schools

\_\_\_\_\_ Date Signed

\_\_\_\_\_ Vendor Company Name

\_\_\_\_\_ Signature of Company Representative

\_\_\_\_\_ Printed Name of Company Representative

\_\_\_\_\_ Date Signed



H&R

# Quote

10/22/2025

**To:**  
 Murfreesboro City Schools  
 Adam Grisz  
 2552 S. Church Street  
 Murfreesboro, TN 37127  
 615.893.2313 (Contact)


**Project:**  
 Murfreesboro City Schools


**From:**  
 Singer H&R - Nashville  
 John Tulaney  
 2508 Perimeter Place  
 Nashville, TN 37214  
 (615)882-0591

Job Reference Number: 6581

This is a quote (the "Quote") to provide equipment and/or services. This Quote includes the conditions presented below and the terms that are included at <https://www.singerequipment.com/policies/quote-terms-conditions> (the "Terms").

When you accept this Quote, as provided below, this Quote, together with the Terms, will form a binding contract (the "Contract") between you and Singer Equipment Company, Inc., ("Singer").

Item	Qty	Description	Sell	Sell Total
	16 ea	<b>PASS-THRU HEATED CABINET</b> Traulsen Model No. RHF132WP-FHS Spec-Line Heated Cabinet, Pass-thru, one-section, stainless steel exterior and interior, standard depth cabinet, full-height doors, with EZ-Clean Gaskets, (3) clear coated adjustable shelves per section, microprocessor controls, 6' adjustable stainless steel legs, cETLus, ETL-Sanitation, ENERGY STAR®	\$6,930.63	\$110,890.08
	16 ea	6-year parts & labor, standard. Visit <a href="http://www.traulsen.com">www.traulsen.com</a> for details		
	16 ea	115v/60/1-ph, cord with NEMA 5-20P	\$277.26	\$4,436.16
	16 ea	Front full height glass door(s) in lieu of full height solid door, per door - F	\$422.04	\$6,752.64
	16 ea	Rear full height solid door(s) standard		
	16 ea	Thermometer side door: hinged on right, standard		
	16 ea	Rear door hinged on left		
	96 ea	Additional coated shelf	\$50.84	\$4,880.64
				<b>ITEM TOTAL:</b>
1	16 ea	<b>PASS-THRU REFRIGERATOR</b>	\$8,066.52	\$129,064.32

Item	Qty	Description	Sell	Sell Total
		Traulsen Model No. RHT132WPUT-FHS Spec-Line Refrigerator, Pass-thru, one-section, self-contained refrigeration, StayClear™ Condenser, variable speed compressor, stainless steel exterior & interior, standard depth, wide full-height solid doors, both sides with EZ-Clean Gaskets, (3) adjustable wire shelves per section, microprocessor controls, 6" adjustable stainless steel legs, R-290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 7.6 amps, cETLus, ETL-Sanitation, ENERGY STAR®		
	16 ea	6-year parts & labor and 7 year compressor, standard. Visit <a href="http://www.traulsen.com">www.traulsen.com</a> for details		
	16 ea	Remote application available. Please see Remote Models document for more details		
	16 ea	115v/60/1-ph, cord with NEMA 5-15P, standard		
	16 ea	Front full height glass door(s) in lieu of full height solid door, per door - F	\$422.04	\$6,752.64
	16 ea	Full height solid door, standard		
	16 ea	Thermometer side door: hinged on left		
	16 ea	Rear door hinged on right, standard		
	96 ea	Additional coated shelf on pins (max 9)	\$50.84	\$4,880.64
			<b>ITEM TOTAL:</b>	<b>\$140,697.60</b>
3	1 ea	<b>SERVICES: INSTALLATION / TRAINING SERVICES</b> Singer H&R Delivery and removal per specification.	\$1,800.00	\$1,800.00
			<b>ITEM TOTAL:</b>	<b>\$1,800.00</b>
			Total	\$269,457.12

**Agenda Item Title:** Contract Award: Two Full-Size Cargo Vans (IFB SN-2026-02)

**Board Meeting Date:** November 11, 2025

**Department:** Finance

**Presented by:** Dr. Trey Duke

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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**Summary**

An Invitation for Bid (IFB SN-2026-02) was issued on September 25, 2025, for the purchase of two (2) full-size cargo vans to support maintenance operations within the School Nutrition Program. Three (3) responsive bids were received and publicly opened on October 30, 2025. After review of all submissions for compliance with bid specifications, Serra Chevrolet Buick GMC of Madison, Tennessee, was identified as the lowest responsive and responsible bidder meeting all terms and specifications.

**Staff Recommendation**

Award the contract for the purchase of two (2) full-size cargo vans under IFB SN-2026-02 to Serra Chevrolet Buick GMC.

**Fiscal Impact**

The total purchase cost for both vehicles is \$84,950.00, funded through the School Nutrition Program budget.

**Connection to MCS's Five-Year Strategic Plan**

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



**BID EVALUATION SUMMARY:**  
**IFB SN-2026-02: Two Full size Cargo Vans**

**Bid Opening:** October 30, 2025 at 2:00 p.m.

**Location:** Murfreesboro City Schools Nutrition Department

**Recorder:** Niki Stealy  
**Witness:** Jaclyn Sanders  
**Witness:** Kim Fischer

Requirement	Vendor 1: <i>Price Every Buick GMC</i>	Vendor 2: <i>one nation</i>	Vendor 3: <i>Buster Miles Lamar</i>	Vendor 4:	Vendor 5:	Vendor 6:
Bid received by the deadline (sealed envelope, correct address) per IFB timeline.	✓	✓	✓			
Bidder has submitted all required bidder submission form information (Attachment A).	84,950	113,978	90,000			
Bid meets specification requirements (equipment standards: new, NSF, UL/ETL, eight-year warranty, etc.).						
Attachment C – Delivery Site Documentation	✓	✓				
Warranty meets/exceeds IFB (6 yr parts & labor; 7 yr compressor)						
Lobbying Certification Disclosure Completed (Attachment D)	✓	✓	✓			
AD-1047 (Attachment E) Completed	✓	✓	✓			
Bid Exception form Submitted (Attached F)	✓	✓				
Anti-Collusion Affidavit Completed (Attachment G)	✓	✓	✓			
Attachment H – E-Verify Affidavit	✓	✓	✓			

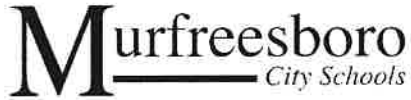
**Key:** ✓ = Compliant X = Non-compliant ? = Needs review

**Lowest Responsive & Responsible Bidder(s):** Jerra Cherry Buick GMC

**Evaluator Signature:** J. Sanders **Date:** 10/30/25

**Witness Signature:** Niki Stealy **Date:** 10/30/25

**Witness Signature:** Kimberly G. [unclear] **Date:** 10/30/25



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

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

In accordance with federal civil rights law and U.S. Department of Agriculture regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a 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 fax (202) 690-7442 or call (202) 720-5964 (voice and TDD) or e-mail [program.intake@usda.gov](mailto:program.intake@usda.gov).

*Murfreesboro City School is an equal opportunity employer.*

## **DEFINITIONS**

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

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

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

**CFR:** Code of Federal Regulations

**CN:** Child Nutrition

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

**EPA:** Environmental Protection Agency

**FNS:** Food and Nutrition Services

**F.O.B.:** Freight on Board

**HACCP:** Hazard Analysis Critical Control Point

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

**NSLP:** National School Lunch Program pursuant to 7 CFR 210

**OMB:** Office of Management and Budget

**SFA:** School Food Authority

**SNP:** School Nutrition Program

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

**USDA:** United States Department of Agriculture

**U.S.C.:** United States Code

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

**SECTION 1  
PURPOSE AND PROCEDURES**

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

**INTENT**

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

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

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

**2. BID SUBMISSION PROCEDURES**

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

**QUESTIONS CONCERNING BID:**

Questions regarding this Invitation for Bid shall be directed to:

Adam Grisz, Purchasing Agent  
Murfreesboro City Schools

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

**BID PROCESS:**

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

- a) The outside of the envelope shall be clearly marked as shown on the timeline of this document and titled:  
**IFB RESPONSE**  
**IFB NUMBER: SN-2026-02**  
**ATTENTION: PURCHASING AGENT**
  
- b) The return address on the envelope should include the vendor's complete mailing address.
  
- c) Sealed Bids shall be mailed or delivered to:  
Murfreesboro City Schools  
ATTN: PURCHASING AGENT  
2552 South Church Street  
Murfreesboro, TN 37127
  
- d) Bid responses delivered to any other location shall not constitute delivery to the SFA.
  
- e) Late bids shall not be accepted. The SFA shall not be responsible for late receipt of bids. Late bids will be returned unopened to the address provided.
  
- f) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or fails to properly execute and seal the said documents the Bidder, in the SFA's sole discretion, may be given seventy-two (72) hours from the time of the bid opening in which to provide such information to the SFA. The SFA has the right to waive any and all informalities.
  
- g) Bids will be opened at the date, time and location shown on the Invitation for Bid Timeline.

**3. AWARD DETERMINATION STATEMENT**

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

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

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

#### 4. **ADDITIONAL BID INSTRUCTIONS**

- a) **Bid modifications:** Bids cannot be modified after receipt of bids. Care should be taken to ensure that the information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Bid withdrawal:** Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition SFA before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- c) **Bid examination:**
  - a. Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
  - b. Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB.
  - c. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents or raising a question regarding requirements prior to submitting a bid.
- d) **Rejection or Disqualification of bids**
  - a. A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind (including alterations or erasures) which are not initialed and dated, may be rejected as non-conforming.

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

## **SECTION 2**

### **STANDARD TERMS AND CONDITIONS**

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

#### **1. LOBBYING CERTIFICATE**

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

#### **2. DEBARMENT AND SUSPENSION VERIFICATION**

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

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

### **3. DOMESTIC PREFERENCE FOR GOODS AND MATERIALS**

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

- a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

- a) **Immediate Termination.** This contract will terminate immediately and absolutely if the SFA determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the SFA cannot fulfill its obligations under the Contract, which determination is at the SFA's sole discretion and shall be conclusive. Further, the SFA may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
  - i. In the event the Vendor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
  - ii. The SFA determines that the actions, or failure to act, of the Vendor, its agents, employees or sub vendors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or
  - iii. The Vendor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete.
- b) **Termination for Cause.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The occurrence of any one or more of the following events shall constitute cause for the SFA to declare the Vendor in default of its obligation under the Contract:
  - i. The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any material requirement of the Contract or is in

- violation of a material provision of Contract, including, but without limitation, the express warranties made;
- ii. The SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
  - iii. The Vendor fails to make substantial and timely progress toward performance of the Contract;
  - iv. The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the SFA reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
  - v. The Vendor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
  - vi. The Vendor has engaged in conduct that has or may expose the SFA or the State to liability, as determined in the SFA's sole discretion; or
  - vii. The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the SFA, the state, or a third party.
- c) **Notice of Default.** If there is a default event caused by the Vendor, the SFA shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the SFA's written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the SFA may:
- i. Immediately terminate the Contract without additional written notice; and/or
  - ii. Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Vendor, and/or,
  - iii. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- d) **Termination upon Notice.** Following thirty (30) days' written notice, the SFA may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the SFA up to and including date of termination.
- e) **Termination Due to Change in Law.** The SFA shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Vendor as a result of the following:
- i. The SFA's authorization to operate is withdrawn or there is a material alternation in the programs administered by the SFA; and/or
  - ii. The SFA's duties are substantially modified.
- f) **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the SFA, the SFA shall pay only those amounts, if any, due and owing to the Vendor for goods and services actually rendered up to and including the date of termination of the Contract and for which the SFA is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the SFA under the Contract in the event of termination. The SFA shall not be liable for any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

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

#### **5. Historically Underutilized Businesses**

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

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

#### **6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT**

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

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

#### **7. CLEAN AIR/ CLEAN WATER STATEMENT**

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

#### **8. RECORD RETENTION AND ACCESS CLAUSE**

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

#### **9. BID PROTEST PROCEDURES**

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

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

#### **10. NON-COLLUSION STATEMENT**

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

#### **XII. CODE OF CONDUCT**

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

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

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

#### **XIII. DUTY TO EXAMINE**

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

#### **XIV. EXCEPTIONS TO TERMS AND CONDITIONS**

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

### **SECTION 3**

#### **SPECIAL TERMS AND CONDITIONS**

##### **1. PROPRIETARY INFORMATION**

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

##### **2. PRICING INFORMATION AND METHOD OF PAYMENT**

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

##### **3. METHOD OF SHIPMENT/ORDERS & DELIVERY INFORMATION**

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

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

- b. Credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable items will be made upon a mutually agreed time and date.
- c. All orders are to be delivered Freight on Board (F.O.B) to addresses as indicated on *Attachment C*.
- d. Delivery schedules that fall on a holiday will be made the following business day unless other arrangements have been made and agreed upon by both parties.
- e. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

#### **4. EVALUATION FACTORS**

- a. Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the SFA's discretion, a bid may be eliminated from consideration for failure to comply with any required specifications, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the SFA's opinion, the best overall solution to meet the SFA's specifications.
- b. The SFA reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line-item basis in any combination that best serves the interest of the SFA.

#### **5. AMENDMENTS AND MODIFICATIONS OF CONTRACT**

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

#### **6. ASSIGNMENT**

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

#### **7. INDEPENDENT VENDOR AND INDEMNIFICATION**

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

#### **8. TIME OF PERFORMANCE**

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

**9. FORCE MAJEURE**

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

**10. EVIDENCE OF INSURANCE**

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

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

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

**11. EXCEPTIONS**

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

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

*See Attachment G*

## 12. WARRANTY

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

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

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

## 13. GIFTS AND GRATUITIES

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

## 14. SEVERABILITY

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

## 15. WAIVER AND REJECTION RIGHTS

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

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

## 16. RELEASE FROM CONTRACT

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

## 17. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

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

## 18. CIVIL RIGHTS STATEMENT AND ASSURANCE

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

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

The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA.

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

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

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

Signature:  Title: Gov/Fleet Sales Associate

Printed Name: Coble Shearon

ATTACHMENT D

LOBBYING CERTIFICATION DISCLOSURE

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

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

Serra Chevrolet Buick GMC

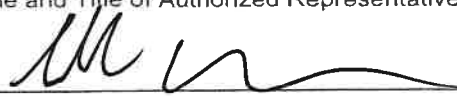
Organization Name

Award Number or Project Name

Coble Shearon Gov/Fleet Sales Associate

Name and Title of Authorized Representative

Signature



10-1-25

Date

**ATTACHMENT E**

**AD-1047**

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



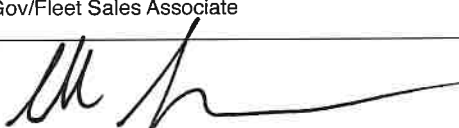
**Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

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

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

**(Read instructions on page two before completing certification.)**

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

ORGANIZATION NAME Serra Chevrolet Buick GMC	PR/AWARD NUMBER OR PROJECT NAME <i>Two (2) Full size Cargo Vans</i>
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Coble Shearon Gov/Fleet Sales Associate	
SIGNATURE 	DATE <i>10-1-25</i>

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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


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

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

### *Instructions for Certification*

- 1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default
- 4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
- 7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

**ATTACHMENT F**  
**BID EXCEPTION FORM**

<b>Vendor Name:</b>	<b>Invitation for Bid (IFB) for: School System: Type:</b>	<b>Date of Submittal:</b>
Number and Title of each section of IFB that Bidder takes exception	Number and Title :  Section:	Number and Title :  Section:
Specific Sentence within each section	Sentence:	Sentence:
Alternate Provisions proposed by Bidder	Alternate:	Alternate:
Vendor's Authorization Signature:		
Vendor's Authorization printed name:	Coble Stearns	
Vendor's Title:	Gov. / Fleet Sales Associate	

No Exceptions



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

This Contract is dated as of \_\_\_\_\_ by and between the Murfreesboro City Schools Board of Education, hereinafter called SFA, and Serra Chevrolet Buick GMC, hereinafter called VENDOR.

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

**ARTICLE 1. PRODUCTS**

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

**ARTICLE 2. CONTRACT TIME**

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

**ARTICLE 3. CONTRACT PRICE**

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

**ARTICLE 4. INVOICE PROCEDURES**

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

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

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

**ARTICLE 5. VENDOR'S REPRESENTATIONS**

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

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

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

**ARTICLE 6. CONTRACT DOCUMENTS**

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

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

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

**CONTRACT SIGNATURES**

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

\_\_\_\_\_ SFA Board of Education Chairperson

\_\_\_\_\_ Signature of Director of Schools

\_\_\_\_\_ Printed Name of Director of Schools

\_\_\_\_\_ Date Signed

Serra Chevrolet Buick GMC \_\_\_\_\_ Vendor Company Name

 \_\_\_\_\_ Signature of Company Representative

Coble Shearon \_\_\_\_\_ Printed Name of Company Representative

10-1-25 \_\_\_\_\_ Date Signed

ATTACHMENT B  
SPECIFICATIONS & QUOTE SHEET

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

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

B:ns  
inc. -

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

---

Company Type (check one):

Sole Proprietorship    Partnership    Corporation    Joint Venture    LLC

Bidder attests that:

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

Company Name: Serra Chevrolet Buick GMC

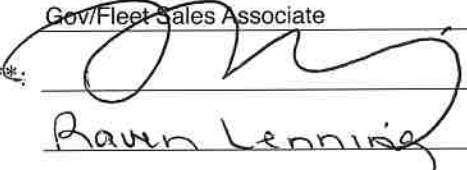
Federal ID#: 18778

Street Address: 2340 Gallatin Pike N Madison, TN 37115

Signature\*\*: 

Signatory's Name: Coble Shearon

Signatory's Title: Gov/Fleet Sales Associate

Witness's Signature\*: 

Witness's Name: Raven Lennig

Witness's Title: Business Manager


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

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

**ATTACHMENT G**  
**ANTI-COLLUSION AFFIDAVIT**

STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

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

  
\_\_\_\_\_

Signed

Subscribed and sworn before me this 1<sup>st</sup> day of October, 2025.

Notary Public (or Clerk or Judge) \_\_\_\_\_

  
\_\_\_\_\_

My commission expires: \_\_\_\_\_



ATTACHMENT H

Vendor Affidavit Regarding Federal Work Authorization (E-Verify)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

- 1. I am the owner, principal officer, or authorized representative of:
Company Name: Serra Chevrolet Buick GMC ("Vendor").
2. As a condition of contracting with the Murfreesboro City Schools Board of Education (the "SFA"), Vendor affirms compliance with the Immigration Reform and Control Act of 1986, as amended, and Tennessee Code Annotated § 12-3-309.

3. Specifically, Vendor affirms that it:

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

OR

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

- 4. Vendor further affirms that it will maintain records of compliance and make them available to the SFA, the U.S. Department of Agriculture, or other authorized officials upon request.
5. Vendor understands that failure to comply with these requirements is a material breach of contract and may result in termination of the contract and other remedies as provided by law.

Signature of Affiant: [Handwritten Signature]

Printed Name & Title: BARRY K. CARVER

Company Name: Serra Chevrolet Buick GMC

Date: 10-1-25

Sworn to and subscribed before me this 1st day of October, 2025.

Notary Public [Handwritten Signature]

My commission expires





ATTACHMENT C  
DELIVERY SITE

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

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

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

Example



## Vehicle Locator

### Dealer Information

SERRA CHEVROLET BUICK GMC  
2340 GALLATIN PIKE N  
MADISON, TN 37115  
Phone: 615-851-8000  
Fax: 615-851-8981

1GCWGAFP6S1102092

Model Year: 2025

Make: Chevrolet

Model: Express

CG23405-2500 Cargo Van

PEG: 1WT-Gas Work Truck Equipment Group

Primary Color: GAZ-Summit White

Trim: 93W-Trim, Vinyl, Medium Pewter

Engine: LV1-Engine, Gas 6 cyl, 4.3L

Transmission: MTH-Transmission, 8-Speed Automatic

Event Code: 5000-Delivered to Dealer

Order #: DTHQSF

MSRP: \$44,450.00

Order Type: TSC-SVC Commercial

Stock #: N/A

Inventory Status: Available

### Additional Vehicle Information

#### Vehicle Options

##### Chargeable Options

	MSRP
ATG-Remote Keyless Entry	\$175.00
BA3-Console with Swing-out Storage Bin	\$20.00
DAA-Vinyl Sunshade	\$10.00
KG4-Alternator, 150 Amp	\$75.00
UY7-Trailer Provisions, trailering wire harness only	\$80.00
ZQ3-Driver Convenience Package	\$395.00

##### No Cost Options

GU6-Rear Axle, 3.42 Ratio  
LV1-Engine, Gas 6 cyl, 4.3L  
MTH-Transmission, 8-Speed Automatic  
YF5-California Emissions

+ Bias already installed

Other Options

1SZ-Discount Processing Option  
5C6-Cargo Tie-Downs, 6 D-Ring Attachments  
  
93W-Trim, Vinyl, Medium Pewter  
AK5-Air Bags, Frontal, Driver & Rt Front Passenger  
AR7-Seat: Front Bucket  
AU3-Power Door Locks  
B38-Floor Covering, Vinyl, Frt & RR, Full Width  
B8V-VEHICLE GM PROD WEEK 46  
C6P-GVWR--8600 LBS  
  
CBI-GVWR--10,000 lbs and under  
  
DRJ-Rearview Mirror, Partial Video Display  
EF7-Country Code - USA  
GAZ-Summit White  
K34-Cruise Control  
K14-110 Volt Electrical Receptacle, In Cab  
  
N33-Tilt-Wheel  
NE8-EVAPORATIVE SYSTEM LEVEL 3 EMISSIONS  
QB5-Wheel 16 X 6.5, Steel  
R8A-LAM Invoice Exemption  
SLM-Sales, Stock Orders  
  
UE1-OnStar and Chevrolet Connected Services Capable  
UTJ-Theft Deterrent System  
V8D-Vehicle Statement U.S.  
WMZ-2025 Model Year  
XLP-Tires, Front LT245/75R16E All-Season, B/W  
ZLP-Tires, Spare LT245/75R16E All-Season, B/W  
ZW9-Standard Body  
  
ZY1-Paint, Exterior Solid

1WT-Gas Work Truck Equipment Group  
93I-INTERIOR TRIM MED DK PEWTER II (03) (GMT610 - "G" VAN)  
A31-Power Windows  
ALP-Altered Vehicle Label  
  
ASF-Head Curtain Side Airbags  
AXK-Vehicle Type Truck  
B3P-Special Vehicle Sales  
C60-Air Conditioning, Front Manual  
C99-SWITCH INFL RST I/P MDL MAN SUPPRESSION  
DE5-Mirrors, Outside Heated Power-Adjustable, Black  
E24-Door, Swing-Out Pass. Side 60/40 Split  
FHO-Vehicle Fuel--Gasoline E10  
JL4-StabiliTrak, Stability Control System  
KC4-Cooling, External Engine Oil Cooler  
MAH-MARKETING AREA US, PUERTO RICO/USVI  
NC7-Emissions Override, Federal  
PPC-Rear Door Trim Panel  
  
R7Q-GM Business Choice Upfit  
R9N-Interior Trim Pricing Code  
U0F-Audio System, AM/FM Stereo with MP3 Player  
UJM-Tire Pressure Indicator  
  
UVC-Rear Vision Camera  
VK3-License Plate Mounting Provisions, Front  
X88-Chevrolet  
YLP-Tires, Rear LT245/75R16E All-Season, B/W  
ZQ2-Power Convenience Package  
  
ZX2-Seating, Driver and Passenger, High-Back Bucket

"~" indicates vehicle belongs to Trading Partner's inventory

**Disclaimer:**

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



2552 South Church Street  
Murfreesboro, TN 37127-6342  
Phone: 615-893-2313  
Fax: 615-893-2352  
www.cityschools.net

**Coble Shearon**  
**Serra Chevy Buick**  
**2340 Gallatin Pike N**  
**Madison, TN 37115**

October 30, 2025

RE: Notice of Intent to Award  
IFB Number: SN-2026-02

To Whom It May Concern:

Thank you for your submission in response to Murfreesboro City Schools' Invitation for Bid (IFB) Number: SN-2026-02 for Two Full-Size Cargo Vans.

After a thorough evaluation of all bids received, we are pleased to inform you that your company has been identified as the lowest responsive and responsible bidder. Murfreesboro City Schools (MCS) intends to award the contract to your company, contingent upon approval by the Board of Education at its scheduled meeting on November 11, 2025. This notification does not constitute a formal award of contract. The official award will be made following MCS Board approval, at which time a signed contract will be executed in accordance with the terms outlined in the IFB and your submitted bid. We will follow up with a formal contract once the MCS Board has approved.

Please ensure that all required documentation, including insurance certificates and any outstanding forms, are submitted promptly to facilitate the contracting process upon approval. We appreciate your interest in working with Murfreesboro City Schools and look forward to a successful partnership.

Sincerely,

A handwritten signature in black ink that reads "Jaclyn Saunders". The signature is written in a cursive, flowing style.

Jaclyn Saunders  
Supervisor of School Nutrition

CC: Daniel Owens, Finance Director

**Agenda Item Title:** Report of Internet Safety Measures

**Board Meeting Date:** November 11, 2025

**Department:** Technology

**Presented by:** April Zavisia

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Board policy 4.406 requires the annual communication of internet safety measures.

Murfreesboro City Schools and its Board supports reasonable access to various information formats for staff and students emphasizing responsible and appropriate use. Information presented will review measures currently in place to ensure compliance with state laws and provide security to student personal data.

### Staff Recommendation

Informational item

### Fiscal Impact

Not Applicable

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Use of the Internet</b>	Descriptor Code: <b>4.406</b>	Issued Date: <b>09/13/22</b>
		Rescinds:	Issued: <b>07/22/25</b>

1 The Board supports the right of staff and students to have reasonable access to various information  
2 formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate  
3 and responsible manner.

## 4 **EMPLOYEES**

5 Before any employee is allowed use of the district's internet or intranet access, the employee shall sign  
6 a written agreement, developed by the Director of Schools/designee that sets out the terms and conditions  
7 of such use. This agreement shall include a provision stating that employees are prohibited from  
8 representing or implying representation of Murfreesboro City Schools in any online communication  
9 unless expressly authorized to do so in accordance with the district's written policies. Any employee  
10 who accesses the district's computer system for any purpose agrees to be bound by the terms of that  
11 agreement, even if no signed written agreement is on file.

12 The Director of Schools shall develop and implement procedures for appropriate internet use which shall  
13 address the following:

- 14 1. Development of the Network and Internet Use Agreement;
- 15 2. General rules and ethics of internet access;
- 16 3. Guidelines regarding appropriate instruction and oversight of student internet use;
- 17 4. A uniform signature block for use by all district employees; and
- 18 5. Prohibited and illegal activities including, but not limited to, the following:<sup>1</sup>
  - 19 • Sending or displaying offensive messages or pictures;
  - 20 • Using obscene language;
  - 21 • Harassing, insulting, defaming, or attacking others;
  - 22 • Damaging computers, computer systems, or computer networks;
  - 23 • Hacking or attempting unauthorized access to any computer;
  - 24 • Violation of copyright laws;
  - 25 • Trespassing in another's folders, work, or files;
  - 26 • Intentional misuse of resources;
  - 27 • Using another's password or other identifier (impersonation);
  - 28 • Using the network for commercial purposes; and
  - 29 • Buying or selling on the internet.

## 30 **STUDENTS**

31 The Director of Schools shall develop and implement procedures for appropriate internet use by students.  
32 Procedures shall address the following:

- 33 1. General rules and ethics of internet use; and
- 34 2. Prohibited or illegal activities including, but not limited to:<sup>1</sup>
  - 35 • Sending or displaying offensive messages or pictures;

- 1 • Using obscene language;
- 2 • Harassing, insulting, defaming, or attacking others;
- 3 • Damaging computers, computer systems, or computer networks;
- 4 • Hacking or attempting unauthorized access;
- 5 • Violation of copyright laws;
- 6 • Trespassing in another's folders, work, or files;
- 7 • Intentional misuse of resources;
- 8 • Using another's password or other identifier (impersonation);
- 9 • Using the network for commercial purposes; and
- 10 • Buying or selling on the internet.

## 11 **INTERNET SAFETY MEASURES<sup>2</sup>**

12 Internet safety measures shall be implemented that effectively address the following:

- 13 1. Limiting the content accessible by students using the internet access provided by the district to  
14 content that is age-appropriate;
- 15 2. Protecting the safety and security of students when using electronic mail, chat rooms, and other  
16 forms of direct electronic communication, *should* such access be permitted through district  
17 internet resources; however, students currently do not have access to email, chat rooms, or  
18 other direct electronic communication platforms;
- 19 3. Preventing unauthorized access, including "hacking" and other unlawful activities by students  
20 online;
- 21 4. Restricting students' access to materials harmful to them; and
- 22 5. Preventing students from using internet access provided by the district to access websites, web  
23 applications, or software that does not protect students against the disclosure, use, or  
24 dissemination of their personal information.

25 The Director of Schools/designee shall establish a process to ensure the district's education technology  
26 is not used for purposes prohibited by law or for accessing sexually explicit materials. The process shall  
27 include, but not be limited to:

- 28 1. Utilizing technology that filters, blocks, or otherwise prevents internet access (for both students  
29 and adults) to material that is obscene or pornographic;<sup>3</sup>
- 30 2. Prohibiting and preventing a user from sending, receiving, viewing, or downloading materials  
31 that are deemed to be harmful to minors;<sup>4</sup>
- 32 3. Maintaining and securing a usage log; and
- 33 4. Monitoring online activities of students.<sup>2</sup>

34 The Board shall provide reasonable public notice of and at least one (1) public hearing or meeting to  
35 address and communicate its internet safety measures.<sup>2</sup>

36 A written parental consent shall be required prior to the student being granted access to electronic media  
37 involving district technological resources. The required permission/agreement form, which shall specify  
38 acceptable uses, rules of online behavior, access privileges, and penalties for policy/procedural  
39 violations, must be signed by the parent/guardian and also by the student. This document shall be  
40 executed each year and shall be valid only in the school year in which it was signed unless  
41 parent(s)/guardian(s) provide written notice that consent is withdrawn. In order to rescind the agreement,  
42 the student's parent/guardian must provide the Director of Schools with a written request.

1 Complaints alleging a violation of the internet safety measures shall be submitted to the Director of  
2 Technology. All complaints shall be reviewed to determine how to appropriately respond.

### 3 **EMAIL**

4 Users with network access shall not utilize district resources to establish electronic mail accounts through  
5 third-party providers or any other nonstandard electronic mail system. All data including email  
6 communications stored or transmitted on school district computers shall be monitored.  
7 Employees/students have no expectation of privacy with regard to such data. Email correspondence may  
8 be a public record under the public records law and may be subject to public inspection.<sup>5</sup>

### 9 **INTERNET SAFETY INSTRUCTION<sup>6</sup>**

10 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing  
11 computer resources. The Director of Schools shall provide adequate in-service instruction on internet  
12 safety. Parent(s)/guardian(s) and students will be provided with material to raise awareness of the  
13 dangers posed by the internet and ways in which the internet may be used safely.

### 14 **SOCIAL NETWORKING**

- 15 1. Students are prohibited from accessing social media platforms using district internet, and access  
16 is further restricted through district-managed internet filters, except when expressly authorized  
17 by a teacher for educational purposes.<sup>7</sup>
- 18 2. District staff who have a presence on social networking websites are prohibited from posting  
19 data, documents, photographs, or inappropriate information that is likely to create a material and  
20 substantial disruption of classroom activity.
- 21 3. District staff are prohibited from accessing personal social networking sites on school computers  
22 or during school hours except for legitimate instructional purposes.
- 23 4. The Board discourages district staff from socializing with students on social networking  
24 websites. The same relationship, exchange, interaction, information, or behavior that would be  
25 unacceptable in a non-technological medium is unacceptable when done through the use of  
26 technology.

### 27 **VIOLATIONS**

28 Violations of this policy or a procedure promulgated under its authority shall be handled in accordance  
29 with the existing disciplinary procedures of Murfreesboro City Schools.

### 30 **VENDOR CONTRACTS<sup>8</sup>**

31 Prior to entering into any contract for the provision of digital or online materials created or marketed  
32 for kindergarten through grade twelve (K-12), the district shall obtain an assurance that the vendor  
33 shall adhere to state law. This determination includes ensuring that the vendor filters, blocks, or  
34 otherwise prevents access to pornography or obscenity and verifying that the technology prevents a  
35 user from sending, receiving, viewing, or downloading materials that are harmful to minors.

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Legal References

1. TCA 39-14-602
2. 47 USCA § 254 (h)(5)(A) – (C), 254(l); 47 CFR § 54.520(c)(1)(i); 20 USCA § 7131; Public Acts of 2025, Chapter No. 195
3. TCA 49-1-221(a)(1)(C)(i)
4. TCA 39-17-901; TCA 49-1-221(a)(1)(C)(ii)
5. TCA 10-7-512
6. TCA 49-1-221(a)(1)(E)
7. Public Acts of 2025, Chapter No. 195
8. TCA 49-1-221(c)

Cross References

- Use of Email 1.805
- Use of Artificial Intelligence Programs 4.214
- School and System Websites 4.407
- Controversial Materials 4.801
- Student Publications 6.704

**Agenda Item Title:** FY27 Budget Preparation Calendar

**Board Meeting Date:** November 11, 2025

**Department:** Finance

**Presented by:** Mr. Daniel Owens

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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**Summary**

Board policy 2.200 requires the development of a budget preparation calendar no later than January 1<sup>st</sup> of the current school year. The calendar is used as a guide for coordinating the budgetary activities of individuals and groups, collecting budget data, reviewing budget concerns, and making budget decisions.

The attached FY27 budget calendar is in line with previous calendars, the Board's annual agenda, and requirements from the City of Murfreesboro regarding budget timelines.

**Staff Recommendation**

For information only

**Fiscal Impact**

Not applicable

**Connection to MCS's Five-Year Strategic Plan**

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



## BUDGET DEVELOPMENT TIMELINE FOR 2026 - 2027

MONTH	DAY	FUNCTION/ACTIVITY	RESPONSIBILITY
November	12	Distribute <b>Facility Needs Assessment Forms</b> to Principals, CO and SHOP.	Principals, Technology, CO, and Maintenance
	24	Distribute Budget Requests Forms to Principals, Department Managers, and School Board Members	Principals, Department Managers and School Board
December	5	Completed Facility Needs Assessment Forms due (return to Finance Department)	Principals, Technology, CO, and Maintenance
	12	Facility Needs Assessments forwarded to Maintenance for Funding Needs	Finance Department
	17	Completed <b>Budget Request Forms</b> due (return to Finance Department)	Principals, Department Managers and School Board
January	16	<b>Facility Needs Assessment</b> Funding Due (return to Finance Department)	Maintenance
	23	Generate 2026-2027 <b>Budget Template</b>	Finance Department
	27	<b>Enrollment Projections</b> (First Estimate) (based on zoning options)	Attendance
	27	Begin <b>Principal and Department Supervisor Presentations</b> to Budget Review Team	Budget Review Team
February	11	<b>Principal Feedback Session</b>	Principals, Budget Review Team
	19	<b>Teacher Feedback Session - Teacher Advisor Council</b>	TAC, Budget Review Team
	20	End <b>Principal and Department Supervisor Presentations</b>	Budget Review Team
	27	<b>Position Control Chart</b> Developed Based on Budget Guidelines	Human Resources and Payroll
March	6	<b>First Draft of 2026-2027 Individual Fund Budgets</b> (ESP, Nutrition, Federal Projects, Capital, etc.)	Budget Review Team
	9	<b>Parent Feedback Survey</b>	Community/Parents, Budget Review
	11	<b>First Draft 2026-2027 Operations &amp; Capital Budget</b> Review & Revisions	Budget Review Team/Federal Projects
	16	<b>Parent Feedback Zoom Session</b>	Community/Parents, Budget Review
	25	<b>Final Draft of 2026-2027 Budgets</b> (General Purpose, ESP, Nutrition, Federal Projects, Capital, etc.)	Budget Review Team
	27	Distribution of <b>Proposed 2026-2027 Budgets</b> to School Board	DOS, Finance Department
* Spring Break - 3/29 - 4/4			
April	4/8-4/15	Board <b>Work Session(s)</b> to be completed by April 14th (Good Friday 4/3) (tentative dates 4/7 & 4/14 from 4-8 p.m.)	School Board
	24	<b>Final Draft</b> of Proposed Budgets Distributed to School Board (approve on 4/28)	DOS, Finance Department
	28	Board to <b>Approve Proposed Budgets</b> (General Purpose, ESP, Nutrition, Federal Projects, Capital, etc.) (Board Meeting)	School Board
	29	<b>Submit Budget</b> to City Council (submit to City April 29th - May 1st)	Director of Schools
May/June	City Council Review and Budget Approval		Mayor and City Council