MURFREESBORO CITY SCHOOLS
INVITATION TO BID ON ICE CREAM PRODUCTS

GENERAL INFORMATION

There are twelve schools in the Murfreesboro City Schools system with cafeterias serving breakfast and lunch each day, with an average of 5750+ lunches and 1500+ breakfasts served daily and an extended school program (ESP) providing various snacks after school.

MCS owns some ice cream boxes but also has many glass top units supplied by the current ice cream purveyor. Therefore we are asking for two types of bid prices, one without supplier equipment and one with supplier equipment. It will be required that the successful supplier be able to supply all of our display equipment needs. (See list attached for current and proposed display box needs.)

BID INSTRUCTIONS AND CONDITIONS

Attached are instructions and conditions for submitting an Ice Cream Bid for Murfreesboro City Schools.

The objectives of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.

All food must be processed and packaged in accordance with local, State of Tennessee Department of Agriculture, and Federal Pure Food Laws and Health regulations. Ice Cream products shall be pasteurized, in accordance with the above regulatory agencies.

BID PERIOD


Sealed, written bids will be received at the time and place specified on the Invitation to Bid. Postmark on Bid by this date will not suffice. Bid must be received on/or before date and time stated.

Murfreesboro City Schools reserves the right to renew the bid on a year to year basis for 3 year(s). Murfreesboro City Schools shall notify the successful bidders in writing of its/their intention regarding renewal of the bid no later than April 15 each year prior to the effective date of the bid period.
**CONTRACT AWARD**

Each supplier should bid all items on bid document. The bid will be awarded on an all-or-nothing basis based on total bottom line price. This will be determined by extending each item bid price times an estimated usage figure and adding the extended dollar figures.

The contract will be awarded to the bidder whose bid, conforming with all the material terms and conditions of the bid document, is the lowest in price. Murfreesboro City Schools intent is to involve and utilize the best product/services at the best prices and provide small and minority firms, women’s business enterprises and labor surplus area firms with increased opportunity to do business with Schools Nutrition Program. Consideration will be given to all bids properly submitted.

Bids are to be opened at Murfreesboro City Schools Department of School Nutrition which is located in the Central Office of Murfreesboro City Schools, 2552 South Church Street, Murfreesboro, TN 37127. The opening of bids will be at the time specified. All bid documents will be checked for accuracy. Bids will also be examined for compliance with specifications and conditions outlined in the bid document.

Murfreesboro City Schools reserves the right to accept or reject any or all bids in whole or in part and may waive formalities, technicalities or irregularities. The School Food Authority will be responsible for all contracts awarded. The bid will be awarded after approval by the School Nutrition Supervisor and His/Her School District Supervisor. Written award letters will be sent to the successful vendor within two (2) weeks of bid opening.

Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review.

If an error is made in quoting the price, or items are not available after the bids are opened, Murfreesboro City Schools reserves the right to award the contract to the next qualified vendor.

**BID PREPARATION**

Prices should be quoted in two different formats on the Bid Sheet. Please quote a rate with supplier equipment and one price with school equipment.

All columns of the bid document must be completed. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.

Mathematical calculations involving decimals should be carried to four (4) places.
The bid sheet and bid document must be complete, as outlined in the bid conditions. All bids must be signed by a person with authority to bind the bid. The attached contract agreement, debarment/suspension certification statement, and certificate of lobbying must be filled out and signed. Nutritional information on each product must also be included in the bid documents.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once request clarification from Sandy Scheele, Department of Nutrition Supervisor, MCS. sandy.scheele@cityschools.net.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by 1:00pm, May 25, 2011, to: 2552 South Church St, Murfreesboro, TN 37127. The stamp of that office shall be conclusive as to date of receipt of the bid.

The bid document, contract agreement, debarment/suspension certification statement, and certificate of lobbying should be sealed in an envelope that is labeled according to the directions stated below.

Mark Bid:

BID: MURFREESBORO CITY SCHOOLS
Ice Cream Products

ATTENTION: School Nutrition Program

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

Mail or Deliver the Sealed Bid to: 2552 South Church Street
Murfreesboro, TN 37127

ACT OF GOD CLAUSE:

Due to conditions beyond the vendor’s control, including but not limited to weather, there are times when a product that has been bid is no longer available at the cost originally guaranteed by the manufacturer. When that happens the vendor may enact this “Act of God Clause” that simply means they cannot honor the original bid price on those impacted items. The vendor will adjust their price up accordingly to reflect the current price they are being charged by the manufacturer. The same fixed fee as was originally bid will continue to be utilized. The vendor must understand and accept that the Murfreesboro City Schools option at that point will be to either first accept the new price on the item, accept a different product than the one originally bid, or utilize a new supplier to provide that item.

When and only when the vendor receives notification from a manufacturer that the manufacturer is enacting their Act of God Clause will the vendor be able to enact theirs. At that point the following will then be implemented:
• Each school system will be given a one week notice that the vendor is enacting their Act of God Clause with a list of the items impacted.
• For our records the vendor will provide a copy of the notice from their manufacturer that they have been notified and documentation of the new price they are being charged by the manufacturer.
• Together the Murfreesboro City Schools and the vendor can determine the desired course of action.
• The vendor cannot arbitrarily change prices that don’t fall under the conditions set forth above, nor can they change any prices without notification to each school system first.
• Utilizing this method will allow vendors to continue to bid with confidence that they are protecting themselves and the Murfreesboro City Schools from the unpredictability of unusual circumstances.

ITEM SUBSTITUTION AND OUT-OF-STOCK

If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the School Nutrition Program Supervisor. The School Nutrition Program Supervisor or Cafeteria Manager shall be notified of out-of-stock items. NO SUBSTITUTIONS WITHOUT PRIOR NOTICE.

Any items delivered that were not authorized by the School Nutrition Program Supervisor will have to be picked up at the vendor’s expense and proper credit issued to the school or schools where the deliveries were made.

SERVICE LEVEL

The contractor shall fill all original orders at a monthly average of ninety-seven percent (97%) or above on the scheduled delivery day. The remaining three percent (3%) shall be delivered within twenty-four hours of the scheduled delivery.

SPECIFICATIONS

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

The “Buy American Requirement” requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP
Quantities projected are estimates based on past usage only. The quantity of any item could be more or less depending upon changes in actual student participation in the school lunch, breakfast and snack programs.

ORDERS

Written orders shall be picked up by the vendor or his representative each week from the cafeteria manager at each school in the district. Orders may be submitted electronically if this can be accomplished with no cost to the district.

Pre-numbered purchase orders with firm fixed prices after formal bidding will be the procuring instrument used on all requisitions.

DELIVERY

Once per week deliveries are necessary in most schools, but on occasion a school might need additional service based on volume and storage capacity. Ice Cream shall be delivered as needed. In the interest of our suppliers and to help on the cost of delivery, we will make every effort to order in such quantities as will be profitable to deliver. All deliveries will be at the expense of the bidder.

Deliveries shall be made between the hours of 6:30 a.m. and 1:30 p.m. Exceptions to this time frame must be approved on a case by case basis by the School Nutrition Program Supervisor or the individual cafeteria manager. Each cafeteria manager after receiving approval from the School Nutrition Supervisor shall arrange delivery schedules and schedules shall remain constant from delivery to delivery. Deliveries shall NOT be made after 1:30 p.m. Managers will not be expected to extend working hours to receive late deliveries!

The manager or designee will check the items delivered against the requisition/purchase order and invoice at the time of delivery with both the manager or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods. Each school shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier’s expense and credit memo issued.

Delivery schedules will be altered to meet holiday and inclement weather schedules. “Holiday” shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and the successful contractor. If Murfreesboro City Schools is closed due to inclement weather, deliveries shall be made the following school day.

All Ice Cream products shall be delivered fresh in clean sanitary carriers at a temperature of 0 degrees F or less with the product being frozen hard. Any item delivered above 0 degrees F will be subject to be rejected. Drivers shall be required to stock Ice Cream in cabinets and rotate stock so Ice Cream leftover from previous delivery is used first.
Each school reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition, and suitable for hauling of all items. All foods are to be delivered with no evidence of damage.

Failure of any delivered item to conform with specifications as bid shall constitute a default in the contract and shall subject the vendor to the penalties that may be assessed to them. If a vendor fails to deliver on a specified date, and does not notify the School Nutrition Program Supervisor, the School Nutrition Supervisor reserves the right to terminate this contract in whole or in part after notification in writing.

**SELECTION OF VENDOR**

It is the intent of Murfreesboro City Schools to involve and utilize the best product/services at the best prices and provide minority, small businesses and the disadvantaged with increased opportunity to do business with the School Nutrition Programs. Regardless of the procurement method used, price is the final determining factor in selecting the successful vendor.

Tie Bids will be decided by the School Nutrition Program Supervisor, all factors being equal, the decision will be based on service record of vendor.

Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

**VENDOR PERFORMANCE**

A. If a product is not as specified, the following termination procedures and the basis for any settlement for all procurement over $10,000.00 will take place:

1) All items will be inspected upon arrival at the school. If any articles are found to be defective or otherwise not in conformity with the specification, Murfreesboro City Schools shall have the right to reject items. It will be the responsibility of the vendor to defray any cost involved in the delivery and return of rejected articles.

2) Failure to deliver within the time specified, or within a reasonable time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market to replace the item rejected or not delivered. On all such purchases, the Contractor agrees promptly to reimburse schools for excess costs caused by such purchase. The vendor shall not be entitled to complain that the substitute product could have been purchased at a lower price.
3) The school system retains the right to check compliance on any item. A sample of the product selected at random will be shipped to a USDA Acceptance Laboratory for verification of the USDA quality grade. Compliance for yield will be made by the School Nutrition Program Supervisor or cafeteria personnel on a random basis. If the analysis indicates that the product meets the USDA quality grade and/or yield specifications, the school system will bear the cost. If the analysis indicates that the product does not meet the USDA quality grade and/or yield specified, the vendor will bear the cost of the analysis.

4) The contractor shall not assign, sell or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of Murfreesboro City Schools Program Supervisor. Any attempted assignment or sale of the contract without said consent shall be void and of no effect.

B. Any one or a combination of penalties for failure to perform listed as follows may be used:

1) Cost adjustment
2) Termination of contract
3) Suspension from bidding during next bid period
4) Legal action and civil penalties
5) Criminal action

BUYER/CONTRACTOR RELATIONSHIP

- Interface with packers on problems relating to product pack or quality.
- If products that have a manufacturer certification or CN label do not meet USDA meal requirements, the vendor will be responsible for any and all USDA imposed claims.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.

TERMINATION OF CONTRACT

Failure on the part of the contractor to comply with the provisions of this contract may result in contract termination. If a contract is to be terminated, the procedure outlined below shall be followed:

Step I: Issue warning letter and outline violation and length of time to correct problem.
Step 2: Issue letter of intent to cancel contract, if problem is not resolved by given date.

Step 3: Issue letter to cancel contract.

**INVOICES AND STATEMENTS**

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

Two (2) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee; show purchase order number, quantity, and price of each item delivered and total amount of the order. **Unsigned invoices will not be paid.** If an item must be returned or is rejected, the invoice must be signed by the manager and the person delivering.

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

2552 South Church Street  
Murfreesboro, TN 37127

**PAYMENTS**

Invoices will be balanced with the statement and processed for payment. Statement should include any credits issued during the month.

All schools serviced under this contract are tax exempt.

**REGULATION COMPLIANCE**

- All contracts awarded in excess of $10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFP, Part 60).
- All contracts over $100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- Positive efforts will be made to involve minority and small businesses.
- A Certificate of Lobbying as well as a Debarment/Suspension Certificate must be signed for all contracts over $100,000.
- Bidders must comply with the “Buy American” provision as outlined in Policy Memorandum 210.21-14.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

**RECORDS**

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

**REPORTS**

Contractors shall be required to submit product usage reports to the School Nutrition Program Supervisor at the end of a contract period.

Based on the request from the School Nutrition Program Supervisor, these reports shall be submitted for total quantity delivered either by school site, or combined district total.

**CODE OF CONDUCT**

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

1. No employee, officer or agent of named School Food Authority shall participate in the selection or in the award or administration of a contract supported by program funds if a 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:

   a. The employee, officer or agent  
   b. Any member of the immediate family  
   c. His or her partner  
   d. An organization which employes or is about to employ one of the above.

2. The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

3. Penalties for violation of the code of conduct of named School Nutrition Program should be:
a. Reprimand by Board of Education;
b. Dismissal by Board of Education;
c. Any legal action necessary.

NEW PRODUCT INTRODUCTION
Suppliers are encouraged to provide new product information as it becomes available. With the changing landscape of school nutrition via National and State legislation specifically as it applies to Ice Cream Products, MCS is anticipating that suppliers will be developing new products during this contract period. **MCS will only be purchasing items that fit into the State’s guidelines for K-8 a la carte sales.**

DISPUTES
If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Sandy Scheele, Murfreesboro City Schools, 2552 South Church St, Murfreesboro, TN 37127, 615-893-2313, ext. 482 no later than June 14, 2011. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution include:

a. A meeting with the School Nutrition Directors participating in the bid, 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 protestors 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 school system will be used.

e. The State Agency must be notified of all protests.

SCHOOL CALENDARS
Murfreesboro City Schools operates under one calendar system. See attached.
<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>SCHOOL BOX(S)</th>
<th>SUPPLIER BOX(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellwood</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Black Fox</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Bradley</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Cason Lane</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Discovery School</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Erma Siegel Elem</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Hobgood</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>John Pittard</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Mitchell-Neilson Elem</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Mitchell-Neilson Prim</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Northfield</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Scales</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>14</td>
</tr>
</tbody>
</table>
Notice is hereby given that the Department of School Nutrition of the Murfreesboro City School System, Murfreesboro, Tennessee requests that price quotation for Ice Cream Products be submitted to the Department of School Nutrition on or before, Wednesday, May 25, 2011 at 1:00pm.

*BIDDERS ARE CAUTIONED TO READ THIS DOCUMENT CAREFULLY AND INQUIRE TO THE DEPARTMENT OF SCHOOL NUTRITION IF THERE ARE ANY QUESTIONS PERTAINING TO ITS CONTENTS OR INTENT.*

AGREEMENT

The undersigned is an authorized agent or representative of the company listed below and he/she is so authorized to sign on behalf of the submitting company. By signing this agreement, the company agrees to comply with all provisions as stated in the "Invitation to Bid" package and document if awarded the bid.

Submitted By: ______________________________
Company Name

Address: ______________________________

Telephone: ______________________________

Fax Number: ______________________________

Representative ______________________________
Print Name

Title: ______________________________

Authorized
Signature: ______________________________

Date: ______________________________
CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.

Two situations may warrant a waiver to permit purchases of foreign food products.
1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

### Requested Waiver Items

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Vendor Item #</th>
<th>Reason for Waiver Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Use additional pages if needed*

“We certify that our food products were manufactured in the United States and have at least 51% U.S. contents.”

Date ____________________

Vendor Name ____________________

Completed By ____________________
CERTIFICATION REGARDING LOBBYING

Applicable to Grants; Sub-grants; Cooperative Agreements and Contracts Exceeding $100,000 in Federal Funds.

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

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

________________________________________________________

Name/Address of Organization

________________________________________________________

Name/Title of Submitting Official

________________________________________________________

Signature Date
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510. Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Organization Name ____________________________ P/R Award number or project name ____________________________

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

Signature ____________________________ Date ____________________________
State of ______________________  Contract/Bid No.  Murfreesboro City Schools

County of ______________________

I state that I am ______________________ of ______________________________
(Title)(Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. ________________________________, (Name of Firm) its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

_____________________________________________________________________________________

I state that ___________________________________________
(Name of Firm) understands and acknowledges that the above representation are material and important and will be relied on by Murfreesboro City Schools in awarding the contract(s) for which this bid is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Murfreesboro City Schools of the true facts relating to submission of bids for this contract.

____________________________________________  ______________________  __________________
(Name and Company Position)(Signature)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ________ DAY
OF _____________________, 20_______

_______________________________________
NOTARY PUBLIC
My Commission Expires on: ________________