

SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES

160 South Hollywood Street, Room 126 Memphis, Tennessee 38112-4892 Phone (901) 416-5376

INVITATION FOR BID

(NOT AN ORDER)

Please submit Bids on the item(s) listed below. The right is reserved to reject any or all Bids. If substitutions are offered, give full particulars. The Bid must be submitted no later than November 26, 2018 @ 2:00 PM, CST

The Shelby County Board of Education reserves the right to accept or reject any or all Bids, or any part thereof, and to waive any minor informalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education. Successful Bidders shall be paid only when delivery is complete. *For the appropriate purchases, all material data safety data sheets (MSDA) must accompany all shipments covered under Tennessee Hazardous Chemical Right to Know Law- Tennessee Public Chapter #417- House Bill #731.

CENTRAL NUTRITION CENTER – STEAMERS AND INSTALLATION

The Shelby County Board of Education ("SCBE") is requesting bids for steamers that will be installed one each at the designated site.

Bids MUST be received by Shelby County Schools ("SCS" or "District) by the due date and time set forth above.

During the solicitation process bidders are not permitted to contact the Board and project Owner regarding the posted solicitation. Failure to adhere to this requirement may subject the respondent to immediate disqualification.

Questions or requests for clarification of technical issues and terms pertaining to this Bid must be submitted in writing via e-mail to Gwen Johnson at johnsongs@scsk12.org by November 14, 2018 @1:00 PM CST.

ISSUED BY: Gwen Johnson BID # 2564

We propose to furnish the item(s) and/or services outlined in the Bid at prices quoted and guarantee safe delivery F.O.B. delivered and as specified. Bids are submitted with a declaration that no Shelby County Board of Education Member or employee has a financial or beneficial interest in this transaction.

NAME OF FIRM

PHONE #

FAX #

ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

AUTHORIZED REPRESENTATIVE NAME

CHECK HERE IF YOU ARE A MINORITY VENDOR

PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Invitation for Bid (IFB) is soliciting bids for **Central Nutrition Center – Steamers and Installation**

2.0 BACKGROUND

Shelby County Schools (SCS) is Tennessee's largest public school district and is among the 25 largest public school districts in the United States. SCS serves approximately 110,000 students in 207 schools. We employ more than 6,200 teachers and 6,000 support personnel to serve our unique student population, while, offering programming and services to fit the needs of all our students. Through our strategic plan - Destination 2025 – we are committed to working toward three goals: 80 percent of students are college or career ready, 90 percent of seniors graduate on time and 100 percent of graduates will enter college or a career. To reach these goals, SCS has placed a strong emphasis on early literacy, improvement of post-secondary readiness, developing strong teachers, leaders and support staff, expanding availability of high quality school options and working closely with families and community partners. SCS partners with almost 4,000 volunteers and 700 school adopters and community partners to increase student achievement and empower our community to strive.

3.0 SCOPE OF WORK

The SCBE requests bids for **Central Nutrition Center – Steamers and Installation**. See **detail specifications in Appendix J**. The specifications are contained in the Invitation for Bid. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements shall be considered non-responsive. All exceptions must be noted.

4.0 NON-EXCLUSIVE

The intent of this contract is to provide the SCBE with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the SCBE and is considered to be a "Non-Exclusive" use contract. The SCBE does not guarantee any usage. The SCBE will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

5.0 NOTICE OF INTENT TO AWARD

A Notice of Intent to Award is written notification that a vendor has been selected for a contract award. Notice of Intent to Award is sent for contracts requiring School Board approval. This letter is not a guarantee of award. The Board of Education reserves the right to reject or accept the recommendation submitted. If the Board accepts and approves the recommendation, an executed agreement will be submitted to the successful vendor. If the Board rejects the recommendation, SCS shall rescind the Notice of Intent to Award.

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of the SCBE and/or third party participant.

Bid submissions are subject to the Tennessee Open Records Act (Tenn. Code Ann. §10-7-503 et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your bid as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

2.0 TERM OF AGREEMENT

The anticipated terms of this contract shall commence upon execution and continue for a period of one (1) year.

The bidder warrants that prices for the bid under this IFB are not higher than prices currently extended to any other governmental agency for the same product or service.

3.0 PRE-BID MEETING

N/A

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN NOVEMBER 14, 2018 @ 1:00 PM CST**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on SCBE website <http://www.scsk12.org/procurement/bids>. Please do not submit question in PDF format.

Bid Advertised	November 01, 2018
Pre-bid Conference (if applicable)	N/A
Questions Due	November 14, 2018 @ 1:00 PM CST
Addendum Posted	November 15, 2018 @ EOB
Bid Due Date/Time	November 26, 2018 @ 2:00 PM CST

5.0 POINT OF CONTACT

Gwen Johnson, Sr. Buyer
Procurement Services/Nutrition Services
E-mail: johnsongs@scsk12.org

6.0 CONTRACT MONITOR/SCBE SUPERVISION

The Contractor's performance will be under the direction of the Buyer/Requesting Department who will be responsible for ensuring contractor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing guidance to the contract, and coordination. The Contractor shall be accountable to the end users on all matters relating to the scope of work.

7.0 CONTRACT TYPE

The contract resulting from this solicitation will be for steamer(s) [bid item(s)] and required installation.

8.0 PAYMENT TERMS

The Contractor shall submit an invoice detailing the product or services provided and the actual costs incurred. Payment shall be in accordance with line item price on the purchase order and made within Net 30 days upon receipt of invoice.

The SCBE reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.

9.0 INVITATION FOR BID (IFB) REVISIONS

Should it become necessary to revise any part of this IFB, addenda will be posted on SCBE <http://www.scsk12.org/procurement/bids>. Failure of any offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any offeror from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, bids must be received in the Procurement Office no later than **November 26, 2018 at 2:00 PM CST, 160 S. Hollywood Street, Memphis, TN 38112, Room 126**. Vendors mailing bids shall allow sufficient carrier delivery time to ensure timely receipt of their bid in the Office of Purchasing & Supply Services prior to the deadline. Any bid received in the Purchasing Office after the submission deadline, no matter what the reason, will be returned unopened. **Bids responses delivered to any other location shall not constitute delivery to the Procurement Office located in Room 126.**

11.0 BID OPENING

The SCBE shall receive sealed bids until the bid due date indicated on the bid front cover sheet. At the time of the bid opening (as directed on the front cover sheet), the Buyer or designee shall open all bids received, read publicly, and record the responses. A copy of the bid tabulations will be made available upon written request via Open Records Request. The SCBE shall then review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Procurement

Director. Upon acceptance and approval of the bid(s) by the Procurement Director, the Director may grant its approval subject to such conditions as it may deem appropriate.

All bids shall be publicly opened at the Procurement Office, 160 S Hollywood Street Room 126, Memphis, TN 38112 on the date specified on the bid. In the event of inclement weather on the due date of a bid and The SCBE is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

12.0 DURATION OF BID

A bid submitted in response to this solicitation is binding upon the bidder and is considered irrevocable for a minimum of **120 days** following the closing date for receipt of initial bids.

13.0 E- COMMERCE

The Commercial Appeal, Daily News and www.scsk12.org/purchasing Website. This website also serves to publish any addenda, associated materials, bidder/offeror questions and the SCBE's responses, and other solicitation related information.

The successful bidder must be an active vendor in APECS to receive Purchase Orders and Payment. Instructions on how to register are detailed on the Procurement website @ <http://www.scsk12.org/procurement>, Doing Business with SCS.

SCBE does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability. Bidders will be required to comply with all applicable requirements pertaining to fair labor, state and local government

14.0 INSURANCE

Failure to provide the required insurance coverage by either of the two (2) methods described in Appendix E when the bid is submitted may result in rejection of your bid as being non-responsive.

15.0 LIQUIDATED DAMAGES

The successful Bidder accepts this contract with the understanding that should they fail to complete the work/delivery in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the bid document.

16.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

In accordance with TN Code Ann. 49-5-413, unless explicitly excluded by statute; and pursuant to Shelby County Schools' requirements, Vendors (persons, corporations or other entities) whose employee(s), subcontractor(s), or representative(s) will come in contact or close proximity to SCS students during the course of business, must require their employee(s), subcontractor(s), or representative(s) to supply a fingerprint sample, submit to a criminal history records check to be conducted by the Shelby County Schools, Tennessee Bureau of Investigation, and the Federal Bureau of Investigation, and obtain

Shelby County School's identification badge prior to permitting the person to have contact with the children or entering school grounds. **See Appendix I - FINGERPRINT REGISTRATION INSTRUCTIONS FOR VENDORS.**

The cost of fingerprinting, conducting the criminal records check, and obtaining a Shelby County School's identification badge will be the sole responsibility of the Vendor for each of the Vendor's employee(s), subcontractor(s), or representative(s). Vendors doing business with SCS are required to renew their badges annually. The Shelby County School's identification badge shall be worn at all times by each of the Vendor's employee(s), subcontractor(s), or representative(s) at shirt pocket height while on Shelby County Schools' property. For more information regarding of fingerprinting, conducting the criminal records check, and obtaining a Shelby County School's identification badge, please contact 901-416-4720.

SCS further reserves the right to audit the criminal history background records of any Vendor employee(s), subcontractor(s) or representative(s) having contact with SCS students. Audits may be conducted on a quarterly basis with 48 hours' prior notice. It is the Vendors responsibility to ensure records are current and made available upon request to SCS. Failure to provide SCS access to current criminal history checks upon request could lead to Vendor debarment.

17.0 COMPLIANCE WITH LAWS

Offerors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Offerors violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles SCBE to terminate this Contract immediately upon delivery of written notice of termination to Offeror.

18.0 BONDING

N/A

19.0 TERMS AND CONDITIONS

Any contract entered in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and county laws, rules, ordinances, statutes, etc., that may impact this contract. The SCBE shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The SCBE may find said Contractor in default.

In the event of conflict between the General Terms and Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any bidder, or incorporated in any acknowledgement of contract awarded to the successful bidder, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Procurement Director.

20.0 BASIS OF AWARD

Contract(s) shall be awarded to the qualified, lowest responsible and responsive bidder(s) offering the lowest bid price, per the bid specifications.

Pricing shall remain firm for the initial term of the agreement.

20.1 OPTION TO RENEW CONTRACT PERIOD - (N/A)

21.0 STATE OF TENNESSEE CERTIFICATE OF EXISTENCE

Title 48 of Tennessee Code requires all contractors and subcontractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships to be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization). This includes being duly incorporated, authorized to transact business, and/or in compliance with other requirements as detailed by the Secretary of State.

Bidder shall submit a State of Tennessee Certificate of Existence or other State of Tennessee issued documentation verifying the bidder is in Good Standing with the Department of Assessment and Taxation of Tennessee and/or registered to do business in the State of Tennessee.

Certificates of Status may be obtained on line at <http://www.dat.state.tn.us>.

Bidders that are domestic or foreign corporations, limited liability companies, limited partnerships, or limited liability partnerships, must be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization).

22.0 RESOLUTION FOR PROTEST AND DISPUTES

The Procurement Director shall attempt to resolve informally all protests of bid award recommendations. Vendors are encouraged to present their concerns promptly to the buyer for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.

A. RIGHT TO PROTEST

Prior to the commencement of an action in court concerning the controversy, any actual vendor who claims to be aggrieved in connection with a solicitation, the solicitation process, or a pending award of a contract may protest to the Buyer. Procurement Director shall attempt to resolve informally all protest of award recommendations. Protest shall be submitted in writing within seven (7) days after such claimant knows or should know of the facts giving rise to the protest

1. An aggrieved bidder of standing or offeror may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing

is a bidder who would be directly next in line for an award should the protest be supported.

- a. The protest shall be in writing addressed to the Buyer with a copy to the Procurement Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim
 - The remedy sought
2. The protest must be filed with the Procurement Office within seven (7) calendar days of the recommendation of award or notification to the bidder or offeror that their bid or proposal will be rejected.
3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
4. The Procurement Director shall inform the Chief of Business Operations (CBO) upon receipt of the protest.
5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

B. BOND REQUIREMENTS

1. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. The protesting party shall post with the Procurement Director, at the time of filing a notice of protest, a bond payable to the Shelby County Board of Education in the amount of five percent (5%) of the lowest cost proposal evaluated or, if a protest is filed prior to the opening of cost proposals, the bond payable shall be five percent (5%) of the estimated maximum liability provided in the procurement document. The protest bond shall be in form and substance acceptable to the Shelby County Board of Education and shall be immediately payable to the Shelby County Board of Education conditioned upon a decision by the protest committee that:
 - a. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chief of Business Operations, in violation of subsection (b);
 - b. The protest has been brought or pursued in bad faith; or
 - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the Shelby County Board of Education for any other reason approved by the Procurement Office. The Board of Education shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the Procurement Director. If the protesting party appeals the

Procurement Director's determination to the protest committee, the Procurement Director shall hold the protest bond until instructed by the General Counsel Office to either keep the bond or return it to the protesting party.

3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business status. On the day of receipt, the petition shall be given to the chief procurement officer. The chief procurement officer has seven (7) calendar days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the chief procurement officer deny an exemption from the requirement, the protesting party shall post the protest bond with the chief procurement officer as required in subsection (c) within five (5) calendar days of the determination.

C. APPEAL OF CONTRACT AWARD DECISION

1. The Procurement Director shall issue a decision in writing. Any decision of an award protest may be appealed to the CBO within seven (7) days of issuance of the decision by the Procurement Director
2. Any decision of an award protest may be appealed to the Superintendent within seven (7) days of issuance of the decision by the Chief of Business Operations.
3. The Superintendent will evaluate the issues involved and render a decision. The decision of the Superintendent is final.

23.0 USDA PROGRAM - DISCRIMINATION COMPLIANTS

“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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by 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 program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, 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) E-mail: program.intake@usda.gov.

This institution is an equal opportunity provider.

PART III: BID SUBMISSION REQUIREMENTS

1.0 GENERAL FORMAT

- A. Bidders shall submit one (1) original and one (1) USB (with Bid formatted into a single pdf file) of the bid submission. The electronic version of the Bid shall be submitted with the original. Electronic media shall bear a label on the outside containing the IFB number and name as well as the name of the Bidder and include all requested information and documents. **SCBE RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF SCBE, AND TO REJECT ANY AND ALL BIDS AT ANY TIME PRIOR TO AWARD.**
- B. Bid submission shall be labeled on the outside of each submitted package with the following:
1. Bidder's name and business address;
 2. Bid Due Date/Time for receipt of Bids, and
 3. Invitation for Bid (IFB) number and Title
- C. Each bid must include a Transmittal Letter and Table of Contents (Table of Contents - if applicable). All pages must be numbered consecutively from beginning to end and separated by tabs as described below:
1. **TRANSMITTAL LETTER (TAB A):** Bids are to be accompanied by a brief transmittal letter prepared on the bidder's letterhead, and signed by an individual who is authorized to commit the Offeror to the services and requirements in the IFB. This transmittal letter shall include:
 - a. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the bidder to the contract, who will receive all official notices concerning this IFB.
 - b. The bidder's Federal Tax Identification Number or Social Security Number.
 - c. Acknowledgement of all Addenda to this IFB. (Appendix G)
 2. **FORMS: (include the following)**
 - a. Completed Non-Collusion Certificate (Notarized) (Appendix B)
 - b. Completed Debarment Affidavit (Notarized) (Appendix C)
 - c. Completed Anti-Bribery Affidavit (Notarized) (Appendix D)

- d. Completed Certificate of Insurance (Appendix E)
- e. Completed Pricing Confirmation (Appendix F) (If Applicable)
- f. Completed Addenda Acknowledgement form (Appendix G)
- g. PRIME CONTRACTOR FORM (Appendix H)

D. Additional Bid Submission Requirements/Award Information:

1. Bidders are to submit pricing for a turn-key solution which includes the purchase of equipment, set-up and installation as stated in the attached specifications or equal and removal of all debris from the school location.
2. For all equal bids, submit full particulars/catalog sheets, specifications, etc. with the bid.
3. The quantities listed are estimates. Additional units may be purchased throughout the year and in varying quantities. Award(s) is made per item, and bidder is required to hold price for one (1) year.
4. Deliveries are authorized only upon receipt of a P.O. referencing the bid.
5. Failure to attach the Prime Contractors Form with the bid shall result in the bid being disqualified.
6. Pricing should include all shipping and installation fees.
7. If you have any questions regarding the submission of this bid, please contact Gwen Johnson, Sr. Buyer, at johnsongs@scsk12.org or (901)416-2372.

Failure to provide any of the requested information or documents in this solicitation may render the bid non-responsive.

**PART IV
SCOPE OF SERVICES
(Bid #2564)**

BID TITLE: CENTRAL NUTRITION SERVICES – STEAMERS AND INSTALLATION

PROJECT LOCATION: MULTIPLE LOCATIONS AS SPECIFIED IN BID

The SCBE requests bids for **Central Nutrition Center – Steamers and Installation.**
See detail specifications and delivery sites in Appendix J.

**PART V
BID FORM
(TO BE SUBMITTED WITH BID)
IFB #2564**

BID TITLE: CENTRAL NUTRITION SERVICES – STEAMERS AND INSTALLATION

PROJECT LOCATION: MULTIPLE LOCATIONS AS SPECIFIED IN BID

Note: Failure to attach the Prime Contractors Form with the bid shall result in the bid being disqualified.

Bid will be awarded per item.

<u>Item Description</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Ext. Total Cost</u>
1. Water Connected Gas Steamer, per attached bid specs (AccuTemp N61201E0600DBL or approved equal)	5	\$ _____	\$ _____
2. Water Connected Electric Steamer, per attached bid specs (AccuTemp E64803E1400DBL or approved equal)	4	\$ _____	\$ _____
3. Gas Manual Fill Steamer, per attached bid specs (AccuTemp N61201D0600DBL or approved equal)	2	\$ _____	\$ _____
4. Gas Steamer with Kettle Take off, per attached bid specs (See specs for approved brand/model.)	1	\$ _____	\$ _____

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and county laws, rules, ordinances, statutes, etc., that may impact this contract. The SCBE shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The SCBE may find said Contractor in default.

1. INVITATION TO BID

- a. The SCBE invites all interested and qualified vendors to submit sealed bids for the procurement of goods and services in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions

2. GENERAL BID REQUIREMENTS

- a. **SINGLE PRICE:** The Bidder will not be allowed to offer more than one price on each item even though the Bidder may feel that it has two or more types or styles that will meet specifications. Bidder must determine which to offer. If said Bidder should submit more than one price on any item, all prices for that item will be rejected.
- b. **AGGREGATE BIDS:** Where provision is made on the Bid form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the SCBE. When an aggregate bid is requested, the unit prices for each item shall be identified in the bid response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- c. **COMPLIANCE WITH SPECIFICATIONS:** The awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The SCBE, which would provide sufficient data to enable The SCBE to judge the bidder's compliance with the specifications.
- d. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Bidder, in writing, as an attachment to the bid response. Bidders are fully aware that any deviations may render their bid as non-responsive. The absence of a written list of specification deviations attached to the bid response will hold the Bidder strictly accountable to The SCBE to the specification as written. After Bid award, any deviation by the Awarded Bidder from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- e. **SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention

to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the SCBE. The Awarded Bidder shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of The SCBE, assign any of the monies payable under the contract.

- f. **COOPERATIVE PURCHASING:** The SCBE reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of Tennessee as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder. The SCBE does not assume any responsibility other than to obtain pricing for the specifications provided.

3. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the bid request. All unit prices on items bid shall be completed on the Bid sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever The SCBE indicates the unit of measure required for bidding purposes and the Bidder's price(s) is based on a different unit of measure than that indicated in the bid, it shall be at the sole discretion of SCBE to determine whether the Bidder's price will be recalculated. The SCBE will not accept any bids with bidder escalator clauses, unbalanced figures, or irregular features.
- c. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.

- d. **PRICE REDUCTIONS:** The SCBE reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.
- e. **TAXES:** SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.
- f. **EXTRA CHARGES:** Unless agreed by the parties in writing, charges in excess of the amounts agreed upon in the final contract shall not be allowed.
- g. **NO COMMITMENT:** This IFB does not commit SCBE to award a contract, pay any costs incurred in the preparation of any Bid submitted, procure or contract for Services from any Bidder or any other person. Accordingly, each Bidder shall be responsible for all costs incurred in the preparation and submission of its Bid or in any part of its participation in the pre-award process.
- h. **CONDITIONS AND ASSUMPTIONS:** All Bids and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between SCBE and the successful Bidder. Thus, in establishing the terms of any resulting contract, SCBE may assume the conditions and assumptions underlying the Bid submitted by the successful Bidder are accurate.
- i. **ETHICS IN PUBLIC CONTRACTING:** By submitting its Bid, Bidder certifies that its Bid is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Bidder, supplier, manufacturer, subcontractor, customer or other person in connection with its Bid and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- j. **PROHIBITED CONTACT:** Registered and non-registered lobbying of SCBE staff members or Board members with respect to a pending project or award is prohibited during the time period between the date the IFB is advertised and the date a final contract is awarded. ANY CONTACT BETWEEN SCBE STAFF MEMBERS OR BOARD MEMBERS AND ANY REPRESENTATIVE OF A RESPONDENT RELATING TO A PENDING PROJECT OR AWARD (WHETHER BY WRITING, TELEPHONE, E-MAIL OR OTHERWISE) OUTSIDE OF PROPERLY SCHEDULED MEETINGS, OTHER THAN AS INTENDED AND INITIATED BY AN SCBE STAFF MEMBER, SHALL BE GROUNDS FOR DISQUALIFICATION OF THE BIDDER FROM THE PROCESS. By submitting a Bid, the Bidder represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.
- k. **CONFLICT OF INTEREST:** Bidder certifies that no SCBE Board member, staff member or any SCBE employee has a financial or beneficial interest in the Bidder.
- l. **MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS:** Failure to submit a Bid on any official form provided for that purpose may be cause for rejection of a Bid. Return of the complete form is required. Modification of, or additions to, the general terms and conditions of this IFB may be cause for rejection of the Bid. Notwithstanding, the SCBE Director of Purchasing reserves the right to decide, on a

case by case basis, in his or her sole discretion, whether to reject such a Bid.

- m. **ERRORS OR OMISSIONS:** The Bidder shall not be allowed to take advantage of any errors or omissions in the specifications set forth in this IFB. Where errors or omissions occur in this IFB, the Bidder shall promptly notify the contact person listed in this IFB and report the identified error or omission. Inconsistencies in the specifications are to be reported before Bids are submitted to SCBE.
- n. **LIABILITY FOR IMPROPER DATE OR TIME PROCESSING:** By submitting a Bid, the Bidder agrees that, if it becomes the successful contractor, the Bidder will indemnify and hold harmless SCBE and the officers, employees, Board members and agents of SCBE against any claim of, or liability for, breach of any contract related to the Services that is caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- o. **AUDIT:** Unless the contract is a firm fixed price contract, SCBE shall be entitled to audit the books and records of the successful contractor or any subcontractor thereof to the extent that such books and records relate to the performance of the successful contractor's contract with SCBE. Accordingly, the successful contractor agrees, and any subcontractor thereof will agree, to retain all books, records and other documents relative to this IFB and the related contract for a period of three (3) years from the date of final payment under the contract for the contractor and for a period of three (3) years from the date of final payment under the subcontract for the subcontractor, unless a shorter period is otherwise authorized in writing the SCBE. By submitting a Bid, the successful contractor grants to SCBE the right to perform, or have performed by its authorized agents and/or auditors, an audit of the books and records of the successful contractor. Consequently, SCBE will have full access to, and the right to examine, any of said materials following the giving of reasonable notice during said period. **BIDDERS ARE HEREBY NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH THE SCBE MAY BE SUBJECT TO THE TENNESSEE PUBLIC RECORDS ACT.**
- p. **COMPLIANCE WITH PROCEDURES:** The successful contractor will comply with all procedural instructions that may be issued from time to time by SCBE. However, the substantive terms and conditions of the contract shall not change without the written consent of all parties thereto.
- q. **OBLIGATION OF SUCCESSFUL CONTRACTOR:** By submitting a Bid, the successful contractor covenants and agrees, based upon its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim under, or have any right to cancellation or relief from, the contract because of any misunderstanding or lack of information.
- r. **FORMAT OF SERVICES; SATISFACTION OF SCBE:** The Bidder agrees that, if it becomes the successful contractor, the Bidder will fully provide to SCBE, to the best of its capabilities, the Services in substantially the format, quality and scope required by, or indicated in, this IFB, including any modifications and additions hereto. Furthermore, the Bidder agrees to be responsible for providing the Services in a manner and to an extent satisfactory to SCBE.
- s. **DELIVERY:** By submitting a Bid, the Bidder agrees that, if it becomes the successful

contractor, the Bidder will deliver to SCBE all items required to be delivered by this IFB and the Agreement in a form, which is complete and ready for use.

- t. **TAXES:** The successful contractor shall determine, be responsible for and pay any applicable taxes related to the Services or the Agreement, including but not limited to any property tax, sales tax, federal excise tax or federal highway use tax. SCBE is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. A COPY OF DOCUMENTATION VERIFYING THE "TAX EXEMPT" STATUS OF SCBE IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL CONTRACTOR UPON REQUEST.
- u. **SUPPORT:** If it becomes the successful contractor, the Bidder agrees and affirms that, throughout the Agreement Term, it will utilize its best efforts to assist and support SCBE in addressing any problem whatsoever relating to the Services or the Agreement.
- v. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, The SCBE reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of The SCBE. Liquidated damages may be assessed at the rate of 2% of the value for work not completed in accordance with the contract specifications, terms and conditions for each calendar day of delinquency beyond the contracted delivery date.

4. STABILITY OF FIRM

- a. Bids will not be considered from companies who are currently involved in official financial reorganization or bankruptcy proceedings.

5. FEDERAL GRANT FUNDS

- a. The Respondent understands and agrees that it is possible federal grant funds may be used in connection with certain delivery orders issued pursuant to and under the contract agreement. Accordingly, prior to commencing and all work under any and all delivery orders pursuant to and under the contract agreement, the respondent shall ascertain and verify if federal grant funds are to be used by SCS. If SCS will use any federal funds in connection with a delivery order, it is the obligation of the respondent and the respondent understands and agrees that the respondent shall adhere to and comply with all applicable federal laws, regulations circulars, executive orders, procedures and guidelines, as and if applicable, amended from time to time.

6. QUALIFICATION SUBMISSION

- a. **BIDDER ADDRESS:** Each bid must show the full business address, telephone number, email and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary.
- b. **PARTNERSHIPS:** Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by

the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

- c. **CORPORATIONS:** Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do so.
- d. **BID PREPARATION FEES:** The SCBE will not be responsible for any costs incurred by a Bidder in preparing and submitting a Bid in response to a bid.
- e. **BID EVALUATION:** While these specifications are intended to describe the principal features of the items bid, Bidders are notified that the proposed items will be evaluated for compliance with detailed specifications. The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the General Terms and Conditions, which identify an individual line item, group bid or an aggregate basis. Bids shall be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. Evaluation may also be made for other factors such as serviceability, functional suitability, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The SCBE will consider the Bidder's record and performance of any prior contracts with The SCBE, federal departments or agencies, or with other public bodies.
- f. **TIE BIDS:** In the event of tie bids, where all other factors such as past performance on purchases/contracts or Bidder's service or delivery record are considered comparable, the selection of the successful Vendor shall be made by the Procurement Director via a coin toss.
- g. **BID AWARD:** Bids will be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. The award may be subject to final review and approval by the SCBE. Upon acceptance and approval of the bid(s) by the SCBE, the SCBE may grant its approval subject to such conditions as it may deem appropriate. In such cases, a Notice of Award will not be issued until the award has been approved by the SCBE.

7. COMMENCEMENT OF SERVICES

- a. The SCBE shall have no obligation to pay for services performed before the Notice of Award is executed; SCBE approves the contract or after the contracts ends. The SCBE shall have no obligation to pay for services in excess of the monetary amount of the award. The SCBE shall have no obligation to pay for services before a purchase order is issued.

8. ADDENDA

- a. **QUESTIONS/INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration,

inquiries must be received as outlined in Part II Item 4.0. Inquiries are to be sent in writing via email to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.

- b. **ISSUANCE:** Any changes to the bid specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this bid as amended by all addenda. All addenda so issued shall become part of the award.

9. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** The SCBE reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. The SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the SCBE also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** The SCBE reserves the right to waive minor technical defects or minor irregularities, if in its judgment the interest of The SCBE shall so require.
- c. **CONTRACT RESERVATIONS:** The SCBE reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The SCBE materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The SCBE to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental restrictions, or the inability to obtain transportation, The SCBE reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental action, or the inability to obtain transportation, The SCBE reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

10. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The SCBE may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The SCBE shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The SCBE. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.

- c. **TERMINATION FOR CONVENIENCE:** The SCBE has the right to withdraw from the terms of the contract, without liability or showing cause, by providing ten (30) calendar days, written notice to the Vendor. The Vendor shall be compensated for services rendered prior to the date of termination.

11. GOVERNING LAW

- a. The bid shall be construed in accordance with, and interpreted under, the laws of the State of Tennessee. Any lawsuits arising out of such bid shall be filed in the Circuit Court of Shelby County, Tennessee.

12. CONTRACT TERMS AND CONDITIONS

- a. **INCORRECT INVOICES:** Invoices will be returned for correction unless they contain the following information: Item Numbers, Description of Item, Quantity, Unit Price extensions, and total. Each invoice shall reflect the SCBE Purchase Order Number, Ship to Location, and all the items on the invoice shall be listed in the same sequence as listed on the Purchase Order.
- b. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- c. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the SCBE, then the SCBE shall have no obligation to pay for the stale invoices.
- d. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the SCBE. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The SCBE for the mutual disclosure of such records by and among the Vendor, The SCBE and The SCBE' employees, agents, volunteers and contractors.
- e. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the SCBE of Education and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorneys' fees, litigation expenses and court costs, connected therewith, brought against the SCBE, the SCBE and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.

13. INSURANCE:

- a. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the SCBE, damage to the property of others, including the SCBE, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.
- b. The following coverages and limits are required of all vendors:
 1. General Liability, including Products Liability & Completed Operations - \$1,000,000 per occurrence/\$2,000,000 aggregate
 2. Workers Compensation – Statutory Benefits (Only required if the Contractor will be delivering the product(s) to our building).
 3. Employers Liability - \$500,000 each accident/\$500,000 injury by disease/\$500,000 injury by disease aggregate (Only required if the Contractor will be delivering the product(s) to our building).
 4. Auto Liability - \$1,000,000 combined single limit (Only required if the Contractor will be delivering the product(s) to our building).
- c. The certificate on this insurance shall be made in favor of the **SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS TENNESSEE 38112** and indicate paid up coverage for the term of the contract.
- d. It will be the responsibility of the successful bidder(s) to ensure that a **current** Certificate of Insurance is on file in the Procurement Office during the entire period of the contract.

14. NON-ASSIGNABILITY

- a. This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of the SCBE. Any attempt to do so without such written consent shall be null and void of no effect.

15. GENERAL RECORDS CLAUSE

- a. The Vendor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by The SCBE and made available by the Bidder to the SCBE and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of five (5) years after final payment or such longer period of time as required by law or rule or regulations.

16. SOLE AGREEMENT

- a. This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be

valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this Contract.

17. PROTECTION OF PROPERTY

- a. Bidder will use reasonable care to avoid damaging existing buildings, equipment, and property at The SCBE sites and all material furnished by The SCBE. If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the SCBE as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

18. PUBLIC STATEMENTS

- a. Bidder shall not use or reference the Name or Emblem of the Shelby County Schools in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange), without the prior written consent of The SCBE, whose consent will not be unreasonably withheld. Purchase by the SCBE of any articles, material, merchandise, or service does not imply that the SCBE has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the SCBE in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the SCBE is prohibited by the United States Criminal Code - Section 706.

19. BID FORM

- a. All pricing submitted shall be prepared and submitted using the enclosed Bid Form and not using other forms or formats. Bidders, who modify the Bid Form or include supplemental pricing or conflicting cost information, will be considered non-conforming and the bid will be rejected.

20. SENSITIVE INFORMATION

- a. The bidder shall not publish or otherwise disclose, except to the SCBE and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in publications whereby the information or data furnished by or about particular person or establishment can be identified, except with the consent of such person or establishment.
- b. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise rerolled in, a SCBE program affected by or benefiting from services under this bidder for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

21. NON-HIRING OF EMPLOYEES

- a. No employee of the SCBE shall be employed or encouraged to become employed by the bidder.

22. RELATIONSHIP TO THE SCBE

- a. The bidder will be legally considered as an independent contractor and neither the firm nor its employees will, under any circumstances, be considered an employee or agent of the SCBE. The SCBE will not be legally responsible for any negligence or other wrong doing of the contractor, its servants or agents.

23. AVAILABILITY OF FUNDS

- a. SCBE for the purchase of such articles. The obligation of the SCBE on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual SCBE appropriations for the fiscal year(s) involved.

24. INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTEREST

- a. The following terms apply to any infringement, of claim or infringement, of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, normal use or sale of any material, equipment, programs or services furnished by Bidder to the SCBE, unless such infringement or claim results from the Bidder following written instruction or directions of The SCBE. Bidder shall indemnify the SCBE, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. Bidder shall defend or settle, at Bidder's own expense, any action or suit for which Bidder is responsible hereunder. The SCBE shall notify Bidder promptly of any claim or infringement for which Bidder is responsible and shall cooperate with Bidder in every way to facilitate the defense of any such claim.

25. NON-DISCRIMINATION

- a. The Contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin.

26. LEGAL COMPLIANCE

- A. Specifically, contractor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of contractor and contractor's subcontractors are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify . This is a "no fee" service.

APPENDIX B - NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH BID)
IFB #2564

BID TITLE: CENTRAL NUTRITION SERVICES – STEAMERS AND INSTALLATION

PROJECT LOCATION: MULTIPLE LOCATIONS AS SPECIFIED IN BID

I HEREBY CERTIFY that I am the _____ and the duly authorized

representative of _____

whose address is _____ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price Bid of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

(SIGNATURE)

(DATE)

PRINTED OR TYPED NAME)

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

x _____ Notary Public

My commission expires: _____

APPENDIX C - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH BID)
IFB #2564

BID TITLE: CENTRAL NUTRITION SERVICES – STEAMERS AND INSTALLATION
PROJECT LOCATION: MULTIPLE LOCATIONS AS SPECIFIED IN BID

_____, being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain Bid or bid dated, _____ 20____, to Board of Education of Shelby County:

I further affirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

I further affirm that:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____

x _____
Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

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

x _____ Notary Public

My commission expires: _____

**APPENDIX D - ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH BID)
IFB #2564**

BID TITLE: CENTRAL NUTRITION SERVICES – STEAMERS AND INSTALLATION

PROJECT LOCATION: MULTIPLE LOCATIONS AS SPECIFIED IN BID

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain Bid or bid dated, _____, 20____, to the Board of Education of Shelby County:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Tennessee Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

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

Notary Public

My commission expires:

APPENDIX E - CERTIFICATE OF INSURANCE COVERAGE
 (TO BE SUBMITTED WITH BID)

IFB #2564

BID TITLE: CENTRAL NUTRITION SERVICES – STEAMERS AND INSTALLATION

PROJECT LOCATION: MULTIPLE LOCATIONS AS SPECIFIED IN BID

CONTRACTOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

The below signed hereby certifies that the following information is true and correct.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$2,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
WORKMAN'S COMP	TENNESSEE STATE MINIMUM COMPENSATION STATUTORY			
EMPLOYERS LIABILITY	\$500,000			

LIMITS ON ABOVE POLICY WILL BE INCREASED ABOVE POLICY NOW IN EFFECT

POLICY WILL BE OBTAINED/ISSUED ON _____

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- The Board of Education of Shelby County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to the Board of Education of Shelby County.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Board of Education of Shelby County.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Board of Education of Shelby County is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. The Board of Education of Shelby County bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the Board of Education of Shelby County. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful bidder will be required to provide insurance coverage as shown in General Conditions of Bid and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. This can be done by one of the two following methods:

1. Complete form "CERTIFICATION OF INSURANCE COVERAGE" or
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

"The Board of Education of Shelby County is hereby named as Additional Insured."

"The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to the Board of Education of Shelby County."

"The insurance company is prohibited from pleading government function in the absence of any specified written authority from the Board of Education of Shelby County."

"The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not."

Regardless of the method used, the form MUST be totally complete, MUST show that all Limits of Insurance are or will be met, and MUST be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the bid is submitted may result in rejection of your bid as being non-responsive.

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

APPENDIX F – PRICING CONFIRMATION
(TO BE SUBMITTED WITH BID)
IFB #2564

BID TITLE: CENTRAL NUTRITION SERVICES – STEAMERS AND INSTALLATION

PROJECT LOCATION: MULTIPLE LOCATIONS AS SPECIFIED IN BID

CONTRACTOR NAME: _____

ADDRESS: _____

TO: BOARD OF EDUCATION OF SHELBY COUNTY

We propose to provide Legacy Data Conversion and Integration Services for SCS ERP Implementation to the Board of Education of Shelby County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of IFB-xxx.

Instructions:

Each vendor shall provide a fixed price for each cost item listed on the Bid Form. *Bidders must bid on all items listed or no bid.* Price shall be fixed for the initial contract award year(s).

The undersigned agrees to furnish all labor, materials, and services necessary to provide Legacy Data Conversion and Integration Services for SCS ERP Implementation for Board of Education of Shelby County in accordance with the attached specifications, and other related contract documentation.

Vendors must complete all cost items on the included Bid Form or insert NO BID

Name _____

Title _____

Signature _____

Date _____

Email Address _____

APPENDIX G - ADDENDA ACKNOWLEDGEMENT
IFB #2564
(TO BE SUBMITTED WITH BID)

BID TITLE: CENTRAL NUTRITION SERVICES – STEAMERS AND INSTALLATION

PROJECT LOCATION: MULTIPLE LOCATIONS AS SPECIFIED IN BID

(If applicable) Please complete and return with your bid response.

I the undersigned acknowledge the receipt of the following addenda to this solicitation

Addendum #1- Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Vendor Name

Email

Contact Phone Number

**APPENDIX H – PRIME CONTRACTOR FORM
IFB #2564
(TO BE SUBMITTED WITH BID)**

BID TITLE: CENTRAL NUTRITION SERVICES – STEAMERS AND INSTALLATION

PROJECT LOCATION: MULTIPLE LOCATIONS AS SPECIFIED IN BID

See Form on Next Page

ATTENTION: ALL PRIME CONTRACTORS PLEASE READ THE FOLLOWING INFORMATION BEFORE YOU SUBMIT YOUR BID.

State of Tennessee Contractors' License Law (Tennessee Code Annotated, Section 62-6-119 and the amendment to Public Chapter 768) requires that the information in blue below be provided by the Prime Contractor(s).

All vendors must submit this form with the bid with the appropriate information filled out, in order to participate in this bid.

If there are any questions, do not hesitate to contact us at (901) 416-5376,

BID ID #: _____
 Bid Due Date: _____ Due Time: _____
 Project Name: _____

PRIME CONTRACTOR

Name: _____
 Address: _____
 City & State: _____
 Authorized Representative: _____
 Email Address: _____
 Company Tel. #: _____ Fax #: _____
 License Number: _____ Classification: _____
 Expiration Date: _____ Limitation \$: _____

REQUIRED DOCUMENT

	HVAC Contractor: \$25,000.00 & >	Plumbing Contractor: \$25,000.00 & >	Electrical Contractor: \$25,000.00 & >	Masonry Contractor: \$100,000.00 & >
Name:				
Address:				
City, State & Zip:				
License Number:				
Classification:				
Expiration Date:				
Limitation \$:				
Estimated Cost:				

APPENDIX I

FINGERPRINT REGISTRATION INSTRUCTIONS FOR VENDORS (Revised 11/2016)

The following steps will walk you through how to register for fingerprinting.

- Visit www.identogo.com
- Select **Get Fingerprinted** at the top right corner
- Select State from drop down box, which will be **Tennessee**, then click go
- Select the blue box that says **Appointments**
- Select **Schedule a New Appointment**
- For Agency Name select **State Schools/Colleges** from the drop box
- Select **School Worker, Other** as **Applicant Type**. (**do not** select teacher, custodial worker, etc.)
- Enter **TN930880Z** (Note: both 0s are zeros) when asked for **ORI Number**
- Select **Yes** when you receive this message: **You have selected to be fingerprinted for SHELBY CO. BOARD OF EDUCATION. Is this correct?**
- Enter the zip code, which is **38112**, then click **go**
- Select the second box that shows **Memphis-Shelby County Board of Education**
- Click on a **schedule** to find a date and time that is most convenient for you
- Enter all Personal Information that has a **Red***
- At the bottom under **Applicant Employer Information** enter **Your Company's Name** where it asks for the **Employer Name**
- Then click **Send Information**
- If all Information appears correctly, click **Go**
- **Method of Payment** choose **Visa or Mastercard (Pay Now)** **We do not accept Money Orders nor Checks \$32.65 is your total**
- Make your Payment using **US Bank E-Pay**, Click the **Blue Continue to US Bank E-Pay icon**
- Once the information is complete, click **Continue Fingerprint**
- Review Payment, Enter Date of Birth, Accept the Terms & Conditions, and then click **Confirm**
- Please ensure that your payment was **Accepted** and was **Confirmed**

Bring the following items with you to your fingerprinting appointment:

- A copy of your fingerprinting registration
- A **valid** driver's license or state ID

FINGERPRINTS MUST BE TAKEN AT 160 S. HOLLYWOOD. PLEASE DO NOT GO TO ANY OTHER LOCATION.

If you have further questions regarding the above instructions, please call 901.416.5318, which is the SCS Fingerprint/ID Department.

Call 1-855-226-2937 if you have any issues registering on-line.

**APPENDIX J – BID SPECIFICATIONS
IFB #2564**

BID TITLE: CENTRAL NUTRITION SERVICES – STEAMERS AND INSTALLATION

PROJECT LOCATION: MULTIPLE LOCATIONS AS SPECIFIED IN BID

NOTE: SEE ATTACHED SPECIFICATIONS AND DELIVERY/INSTALLATION LOCATIONS.

Division of Nutrition Services

Memphis City Schools / Shelby County

Gas Boiler-less Water Connected Steamer – 12 Pan Capacity

Accepted Brand and Model: **AccuTemp N61201E0600DBL** or approved Equal

Steamer shall be AccuTemp's N61201E0600DBL connected, boiler less steam cooker that utilizes AccuTemp's patented Steam Vector Technology. Steam Vector Technology requires no moving parts in the cooking chamber. Steam to be produced inside the cooking cavity with no heating element exposed to water. Easily connects to water and drain lines. Uses less than 1.5 gallons of water per hour. Unit to include low water, high water, overtemp warning lights and auto shut off feature. Evolution to include heavy duty field reversible door. Standard digital controls with independent timer. No water quality exclusions to warranty and no water filtration or treatment required. Unit to be UL Safety and Sanitation Certified and Energy Star Qualified. Built in the USA. Steamers to be mounted on a Stainless steel stand. Units are equipped with 5' power cord. To be completely hooked up including all electrical, gas, drain and water connections. Include two Dormont 167NPFS48 hoses to be used in installation. K-12 Two Year Standard Parts and Labor warranty. AccuTemp Lifetime Service and Support Guarantee

Stand to be Model # SNH-20-01 Standard ERGO-LO

1 ea. 1 Stand SNH-20-01 w/ **Bullet Feet, Left Hand Door**

Cromwell Elem

A B Hill Elementary

Cordova High

Macon Hall Elem

Shelby Oaks Elem

Division of Nutrition Services

Memphis City Schools / Shelby County

Electric Boiler-less Water Connected Steamer -12 Pan Capacity

Accepted Brand and Model: AccuTemp E64803E1400DBL or approved equal

Steamer shall be AccuTemp's E64803E1400DBL connected, boiler less steam cooker that utilizes AccuTemp's patented Steam Vector Technology. Steam Vector Technology requires no moving parts in the cooking chamber. Steamed to be produced inside the cooking cavity with no heating element exposed to water. Easily connected to water and drain lines. Uses less than 1.5 gallons of water per hour. Unit to include low water, high water, over temp warning lights and auto shut off feature. Evolution to include heavy duty field reversible door. Standard digital controls with independent timer. No water quality exclusions to warranty and no water filtration or treatment required. Unit to be UL safety and Sanitation Certified and Energy Star Qualified. Built in the USA. Steamers to be mounted on a Stainless Steel Stand. Units are equipped with 5' power cord. To be completely hooked up including all electrical, drain and water connections. K-12 Two Year Standard Parts and Labor Warranty. AccuTemp Lifetime Service and Support Guarantee.

Stand to be Model # SNH-20-01 Standard **ERGO-LO** with Bullet Feet

Cordova Middle	208V-three phase Right hand hinged door
Spring Hill Elem	208V-three phase Right hand hinged door
Mitchell High	480V-three phase Right hand hinged door
Brewster Elem	480V-three phase right hand hinged door

Division of Nutrition Services

Memphis City Schools / Shelby County

Gas Boiler-less Manual Water Fill Steamer- 12 Pan Capacity

Accepted Brand and Model: **AccuTemp N61201D0600DBL** or approved Equal

Steamer shall be AccuTemp's N61201D0600DBL manual fill, boiler less steam cooker that utilizes AccuTemp's patented Steam Vector Technology. Steam Vector Technology requires no moving parts in the cooking chamber. Steam to be produced inside the cooking cavity with no heating element exposed to water. No water or drain lines. Drain directly into supplied 400 Drain Pan. Uses less than 1.5 gallons of water per hour. Unit to include low water, high water, overtemp warning lights and auto shut off feature. Evolution to include heavy duty field reversible door. Standard digital controls with independent timer. No water quality exclusions to warranty and no water filtration or treatment required. Unit to be UL Safety and Sanitation Certified and Energy Star Qualified. Built in the USA. Steamers to be mounted on a Stainless steel stand. Units are equipped with 5' power cord. To be completely hooked up including all electrical and gas connections. Include two Dormont 167NPFS48 hoses to be used in installation. K-12 Two Year Standard Parts and Labor warranty. AccuTemp Lifetime Service and Support Guarantee

Stand to be Model # SNH-20-01 Standard ERGO-LO

Pan # 3004-2 x2 (Drain Pan)

Hawkins Mill Elem 1 EA on Stand SNH-20-01 w/ **Bullet Feet** and **Left Hand Door**

Shady Grove Elementary

Division of Nutrition Services
Memphis City Schools/
Shelby County Schools

Two compartment
Steamer, Gas
Item# 3233
Page 1 of 1

Approved Brand and Model:

Cleveland 24CGM200
Groen HY-6SG-24

Vulcan VSX24G

Steamer shall consist of two compartments, gas fired steam generator, nickleguard, 20M BTU, with solid state controls to operate timing, water level and safety functions. Unit to have steam generator with automatic water fill on start-up, automatic blow down with additional manual drain and electronic spark ignition. Each cooking compartment to have 60 minute mechanical timer, manual operation mode and cold water condenser. Cooking compartment to be type 304 stainless steel.

Steamer to have kettle take off (Cleveland-GPTO power take off), (Groen ½" NPT power take off valve), and (Vulcan- steam supply piping to connect with kettle). Steamer to be supplied with filter (Cleveland-9797-21), (Groen-PS-S pure steam filter), and (Vulcan- Scale Blocker). Steamer to be Completely installed. Supply with two Dormont 1675NPPS48 hoses to be Used in the installation.

Steamer must be UL and NSF approved.

DELIVERY/INSTALLATION LOCATIONS (Bid #2564)

NOTE: Please deliver quantities specified to each location below. Coordination must be made with Jim Cruthirds, Equipment Operations Manager, at 901-626-1546.

1) Gas Steamer with Kettle Take Off

<u>Quantity</u>	<u>Location:</u>
1 each	Cherokee Elementary 3061 Kimball Ave. Memphis, TN 38114

2) Water Connected Electric Steamer, DBL

<u>Quantity</u>	<u>Locations:</u>	
1 each per site	William H. Brewster Elementary 2605 Sam Cooper Blvd. Memphis, TN 38112	Cordova Middle 900 Sanga Rd. Memphis, TN 38018
	Mitchell High 658 Mitchell Rd. Memphis, TN 38109	Spring Hill Elementary 3796 Raleigh Frayser Rd. Memphis, TN 38128

3) Gas Manual Fill Steamer, DBL

<u>Quantity</u>	<u>Locations:</u>
1 each per site	Shady Grove Elementary 5360 Shady Grove Memphis, TN 38120
	Hawkins Mill Elementary 4295 Mountain Terrace Memphis, TN 38127

4) Water Connected Gas Steamer, DBL

<u>Quantity</u>	<u>Locations:</u>	
1 each per site	Cromwell Elementary 4989 Cromwell Ave. Memphis, TN 38118	A. B. Hill Elementary 345 E. Olive Ave. Memphis, TN 38106
	Cordova High 1800 Berryhill Rd. Cordova, TN 38016	Macon Hall Elementary 9800 Macon Rd. Cordova, TN 38016
	Shelby Oaks Elementary 6053 Summer Ave. Memphis, TN 38134	