SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES
3176 Jackson Avenue  ☐ Memphis, Tennessee  38112-4892  ☐ Phone (901) 416-3508
(This proposal will not be accepted electronically or by facsimile.  All proposals must be mailed to the above address.)

REQUEST FOR PROPOSAL
(NOT AN ORDER)

Please submit proposals on the item(s) listed below.  The right is reserved to reject any or all bids.  If substitutions are offered, give full particulars.  This proposal must be submitted no later than 16th of Jan @ 2:00 PM, CST  2015

The Shelby County Board of Education reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education.  Successful vendor 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.

Proposal for
Automated Muffin Production System

The Shelby County Board of Education ("SCBE") invites the submission of Proposals for the provision of the services described above ("Proposals") in accordance with the specifications enclosed herewith.

Proposals MUST be received by SCBE by the due date and time set forth above.  Questions regarding submission of Proposals may be directed to SCBE via telephone at (901) 416-3508 or via facsimile at (901) 416-5393.

ISSUED BY: LaJuanna Jones-Sulton        RFP# 557768

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

INVOICES WILL BE PAID ACCORDING TO TERMS BID

NAME OF FIRM

ADDRESS

CITY          STATE          ZIP CODE

TIME REQUIRED FOR DELIVERY__________ DAYS

TERMS

PHONE_____________ FAX #______________

E-MAIL ADDRESS

CHECK HERE IF YOU ARE A MINORITY VENDOR

PRINT AUTHORIZED REPRESENTATIVE NAME

CHECK HERE IF YOU ATTACHED A COPY OF A VALID SHELBY COUNTY BUSINESS LICENSE.

*Shelby County Board of Education does not discriminate in its programs or employment on the basis of race, color, religion, national origin, handicap/disability, sex or age.*
REQUEST FOR PROPOSAL

SUBJECT: Automated Muffin Production System

DATE: December 17, 2014

PROPOSAL DUE DATE: January 16, 2015

PROPOSAL DUE TIME: 2:00 P.M.

The Shelby County Board of Education (“SCBE”) invites the submission of Proposals for the provision of the services described above (“Proposals”) in accordance with the specifications enclosed herewith.

Proposals MUST be received by SCBE by the due date and time set forth above. Questions regarding submission of Proposals may be directed to LaJuanna Jones-Sulton at SCBE via telephone at (901) 416-3508 or via facsimile at (901) 416-5393.

Sincerely,

Cerita Butler, Interim Director
Department of Procurement Services
# TABLE OF CONTENTS

SECTION A - ANNOUNCEMENT ........................................................................................................ 4

SECTION B - SCOPE OF SERVICES .............................................................................................. 7

SECTION C - INSTRUCTIONS TO RESPONDENTS ....................................................................... 14

SECTION D - MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (MWDBE) POLICY .......................................................... 22

SECTION E - PRICING SCHEDULE .................................................................................................. 25

SECTION F - FORMS AND DOCUMENTS ......................................................................................... 27

SECTION G - PURCHASE AND SALE AGREEMENT ....................................................................... 32

SECTION H - APPENDICES ............................................................................................................ 49
SECTION A - ANNOUNCEMENT
ANNOUNCEMENT

Request for Proposals:
Automated Muffin Production System

With this request for proposal (this “RFP”), the Shelby County Board of Education (“SCBE”) hereby solicits submissions of written proposals (“Proposals”), on a competitive basis, from qualified companies (“Respondents”) to provide for SCBE the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by SCBE will require the Respondent to provide an Automated Muffin Production System at the Central Nutrition Center.

If required in RFP, the respondents are to provide a copy of current licenses and proof of insurance with each proposal.

Shelby County Board of Education reserves the right to reject or accept any or all documents submitted. Shelby County Board of Education shall have the right to consider factors other than the proposal response in awarding a contract. Shelby County Board of Education reserves at its sole discretion, the right to award this contract as deemed to be in the best interests of SCBE.

Respondents are required to include a copy of standard contract, modified as deemed necessary for this RFP. This contract will be considered only as a sample. Shelby County Board of Education reserves the right to modify or reject the sample contract in the event the Respondent is selected.

(All of such services are referred to herein as the “Services”). More information about the requirements pertaining to the Services is set forth in Section B of this RFP.

Piggy Back Clause

Shelby County Board of Education reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express a interest in participating in any contract that results from this RFP. Each of the piggyback Institutions will issue their own purchasing documents for purchasing of the goods/services by bidding of this service, Proposer agrees that the Shelby County Board of Education shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

About SCBE

Shelby County Board of Education includes the merged school districts of Memphis City and Shelby County Schools. More than 118,000 PreK-12 students are served in 187 schools. The school system is one of the largest employers in Shelby County.
Submission of Proposals

Proposals will be accepted until 2:00 P.M. on January 16, 2015. PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED. One (1) original, one (1) CD/ USB (with Proposal formatted into a single pdf file), and nine (9) copies of your Proposal must be submitted. SCBE expects to award a contract to the successful contractor not later than April 2015. SCBE RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF SCBE, AND TO REJECT ANY AND ALL PROPOSALS AT ANY TIME PRIOR TO AWARD.

Proposals must be sealed in a container marked on the lower left-hand corner with the name and address of the Respondent. SCBE will date stamp the container with the submission date and the submission time. In addition, the sealed container in which the Proposal is submitted should be labeled “Automated Muffin Production System”. FAXED RESPONSES WILL NOT BE ACCEPTED. Further instructions for submitting Proposals may be obtained from:

DEPARTMENT OF PROCUREMENT SERVICES
SHELBY COUNTY BOARD OF EDUCATION
3176 JACKSON AVENUE
MEMPHIS, TENNESSEE 38112

All completed Proposals and accessory documents should be mailed or delivered to:

LAJUANNA JONES-SULTON
DEPARTMENT OF PROCUREMENT SERVICES
SHELBY COUNTY BOARD OF EDUCATION
3176 JACKSON AVENUE
MEMPHIS, TENNESSEE 38112

Inquiries for information regarding procurement procedures, Proposal submission requirements or other administrative concerns may be directed to the Department of Procurement Services at (901) 416-3508.

Thank you for your participation.

LaJuanna Jones-Sulton, Buyer
Department of Procurement Services
SECTION B - SCOPE OF SERVICES
SCOPE OF SERVICES

Automated Muffin Production System

1.0 THE SERVICES.

1.1 The Services SCBE hereby solicits submissions of written Proposals, on a competitive basis, from qualified Respondents to provide for SCBE the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by SCBE will require the Respondent to provide: an Automated Muffin Production System at the Central Nutrition Center.

General Requirements:

Shelby County Board of Education Division of Nutrition Services is seeking proposals for an automated muffin production system, the accompanying plastic muffin forms and sealing film to produce at least 30,000 muffins per eight (8) hour shift in its Central Nutrition Center for distribution to school cafeterias. The objective is to provide students with muffins in individually sealed muffin cups. The successful Respondent will provide a solution that utilizes the most efficient means of achieving this outcome when considering the whole process from manufacturing through distribution and serving (where “most efficient” means lowest total cost of production and ownership).

Equipment Specification Requirements:

The automated muffin production system must fill plastic muffin cups with 2 to 4 ounces of batter and seal the cups. The fill mechanism must be able to deal with a variety of batters, including some with heavy particulates and also two-shot fills (e.g., a layer of chili topped with cornbread batter). (See recipe and batter examples listed in Appendix.)

The system must be capable of producing not less than 30,000 muffins per 8-hour shift, including setup, run time and time to clean and sanitize at the end of each run.

The system must be highly reliable with negligible downtime. The equipment must not be inoperable due to failure of the equipment (including any subsystem or provided ancillary equipment) for more than 3 days in any rolling 90 day period.

The system must be capable of operation in an 8’ by 25’ space.

Electrical supply must be any industry standard voltage (e.g., 120 volt/3 wire, 240 volt/3 wire, or three-phase 208 volt/4-wire).

The system must be safe to operate, properly guarded and shielded to protect operators from pinching, crushing, electrocuting or burning. Readily accessible emergency stop capability must be included. Must adhere to ANSI/PMMI B155.1-2000: "American National Standard for Packaging Machinery and Packaging-Related Converting Machinery—Safety Requirements for Construction, Care, and Use". (See www.pmmi.org.) Safeguarding should be done in accordance with 29 CFR 1910.147, 29 CFR subpart O, and ASNI/ASME B151.1, and must be compliant with OSHA (Office of Safety and Health Administration) publication 3067. Warning labels should comply with ANSI Z535.4.

The system will use muffin cups (which may be single or in a matrix) designed by the manufacturer. The muffin cups must be capable of withstanding not less than 400° oven temperature and endure hard freezing (i.e. not brittle when frozen). The design of the muffin cups shall not be proprietary, that is, after the initial order there shall be no restrictions on SCBE’s ability to order the identical item from other manufacturers.

The system will seal the muffin cups singly or in a matrix with film specified by the equipment manufacturer.

The vendor shall provide unlimited remote support at no cost for 12 months following formal acceptance.
**Response Requirements:** The proposal submitted by the Respondent must contain the following information:

a. A general overview of the system, including dimensions and power requirements. Describe all major components, including ancillary equipment (e.g., synchronized pump-fill stations).

b. A description of the system’s controls and safety features.

c. The procedure and labor required to set the system up for operation: number of individuals and length of time. Assume a “two shot” item is being produced.

d. The process of loading the muffin cups at the start of the line.

e. The process of unloading the filled, sealed muffin cups at the end of the line.

f. The labor required to tend to the machine while running (number of individuals) and what these individuals must do.

g. The procedure and labor required to breakdown and sanitize the equipment upon completion of a run: number of individuals and length of time. Assume a “two shot” item is being produced.

h. Detailed drawing and specification of the muffin cups. This information should include the dimensions of the individual cups and identify whether the design include single cups or a matrix.

i. The specifications for the sealing film, including the material and all critical dimensions.

j. If the muffin cups are not provided as singles, describe at what point in the sequence of events the muffin cups would be broken into individual cups and in what manner.

k. Provide your recommendation on how the muffin cups (either as singles or still in a matrix) would be packaged for transportation to school sites. Include the dimensions of the box or tote.

**Service:** The Respondent shall make repairs and adjustments necessary to keep and maintain quality of equipment operations within manufacturer specifications.

a. Describe the periodic maintenance required for the equipment.

b. List the parts, if any you recommend for an on-site spare parts kit.

c. Specify your up-time commitment, stated as “The equipment will be inoperable due to failure of the equipment (including any subsystem or provided ancillary equipment) for no more than ___ days in any rolling 90 day period. This guarantee shall be valid for ___ years.”

d. List the guaranteed maximum time for you or your third-party parts provider to deliver replacement parts, stated in business days after receipt of the request.

e. Give your proposal to compensate SCBE should you fail to meet the guarantees for up-time and/or replacement parts availability.

f. State your standard warranty terms, parts and labor, and any extended warranty options.
Support: The Respondent shall describe proposed plan for providing equipment support including, but not limited to the following approaches:

a. Incorporate staff training using a train the trainer approach
b. Provide telephone technical support
c. Off-site/on-site technical support to receive annual updates regarding product and parts
d. Report on performance monitoring through mutually decided communication method
e. On-site support the first week of installation to assist with troubleshooting issues related to machine performance and efficiency
f. Evaluate and provide recommendations for production flow
g. State remote and onsite maintenance support beginning in the 13th month after formal acceptance. This support can be stated per hour, a flat annual support agreement and/or using other terms. State how many years this support will apply.

Installation: The Respondent must perform complete installation and verify satisfactory operation of all equipment.

Describe your proposed approach for initial system installation and testing and formal acceptance.
Describe the documentation to be provided with the system, including any detailed specifications, technical manuals, schematics, operator manuals and training materials.

Describe the period after formal acceptance during which the equipment may be returned for a full refund for failure to perform as specified.

Delivery Requirements:

State the expected duration of the acceptance period of the equipment.
State the projected delivery date of the equipment initial order of muffin cups and film for all the following on site:

- Equipment on the initial delivery
- Delivery of initial 1,000,000 muffin cups delivered with equipment
- Delivery of initial film to support 1,000,000 muffin cups delivered with equipment

Training: The Respondent shall provide training on use of equipment to the Nutrition Services staff at no additional cost to the District at the time of installation with regular follow-up training as required and agreed upon mutually. District will then implement a train-the-trainer model of training. Training shall include, but not be limited to the following:

a. Cleaning the production system
b. Operating and correcting all functions on the control panel
c. Correcting the film cutter malfunctions
d. Adjusting all tray dispensing functions, including the suction plate action, control knobs function, air flow function, speed and flow rate of trays, pump size, etc.
2.0 **JOINT VENTURES.** Respondents are encouraged to enter joint ventures for the purposes of responding to this RFP and providing the Services. The Respondent is encouraged to comply with the requirements of the SCBE “Minority, Women and Disadvantaged Business Enterprise Participation”, in Section D of this RFP.

3.0 **DURATION OF THE AGREEMENT.** The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of three (3) years. The Agreement shall reserve for SCBE the unilateral option of extending the term of the Agreement for two (2) additional terms of one (1) year(s) each, provided that the maximum duration of the Agreement shall not exceed five (5) years. The Agreement shall also contain a provision granting to SCBE the right to terminate the Agreement, with or without cause, upon thirty (30) days notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the “Agreement Term”).

4.0 **FORMAT OF PROPOSAL.** The Proposal submitted by the Respondent must contain the following information, which information collectively constitutes the Proposal.

4.1 **Description of the Services.** The Proposal must contain a thorough description of the Services being offered in response to this RFP. The Proposal should show that the Services being provided, at a minimum, meet the specifications set forth in this RFP. All requests included in this RFP for information regarding the Services should be included in this part of the Proposal, including but not necessarily limited to the following:

a. Cover Letter Referencing the RFP;

b. Table of Contents;

c. Company’s Background

d. A description of any additional services the Respondent believes are necessary to fully provide the Services or which the Respondent believes would be beneficial to SCBE within the context of the Services requested in this RFP; and

e. Any other relevant information about the proposed Services deemed to be material.

4.2 **Description of the Respondent.** The Proposal must contain a thorough description of the background of the Respondent and sufficient evidence showing that the Respondent is capable of providing the Services. All requests included in this RFP for information describing the Respondent should be included in this part of the Proposal, including but not necessarily limited to the following:

a. A brief description of the history and mission of the Respondent, including the Respondent’s background and mission statement, the length of time the Respondent has been in business, a description of the Respondent’s organizational structure and a description of the Respondent’s customer make-up;

b. Disclosure of the Respondent’s Dunn and Bradstreet number;

c. References of the Respondent, including at least three (3) school districts for whom the Respondent has provided/sold similar equipment (with preference given to clients comparable to SCBE) and, for each such reference, the district name, a brief description of the equipment, the identification of a contact person, the title of the contact person and a telephone number and email address;

d. Disclosure of the volume of sales the Respondent has had in each of its past two fiscal years;

e. A description of the number and qualifications of the Respondent’s employees who will participate in the performance of the Services, including the total number of employees at the Respondent’s Memphis location, the names and titles of key employees who will be assigned to provide the Services, a description of the role to be
f. A description of any other resources available to the Respondent that will be useful in providing the Services;
g. A description of the business design of the Respondent, including the number and locations of facilities and offices of the Respondent and specification of the location of the home office of the Respondent;
h. A statement of whether the Respondent has been certified by any certification agency as a minority business enterprise or any other type of business qualified for an allowable preference under the SCBE MWBE Policy 2010;
i. A description of the methods used by the Respondent to measure the satisfaction of its clients;
j. Any other relevant information about the capabilities of the Respondent deemed to be material.

4.3 **Experience of the Respondent.** A sufficient description of the experience and knowledge base of the Respondent to show the Respondent’s capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Respondent included in the Proposal should include, but not necessarily be limited to, the following:

a. A statement of how long the Respondent has provided services similar to the Services requested herein;
b. A general description of the Respondent’s experience and background in providing services similar to the Services requested herein;
c. Any other relevant information about the experience and knowledge base of the Respondent, which is deemed to be material.
d. A statement regarding previous experience, if any, in providing “Services” to SCBE.

4.4 **Sample Contract.** A sample agreement, substantively similar to the agreement the Respondent proposes to use if awarded the final contract, should be included in the Proposal with cost totaling $100,000 or more. Award recommendations totaling $100,000 or more shall be made contingent upon: a) the successful negotiation of a contract within 30 days of the notification of the award recommendation and b) approval of the contract by the Shelby County Board of Education.

4.5 **SCBE Purchase and Sale Agreement.** For all contracts totaling less than $100,000, a form contract contained in Section G of this RFP, entitled “Purchase and Sale Agreement”, must be signed and included in the Proposal along with any additional documentation required or permitted thereby.

4.6 **SCBE MWBE Policy.** Refer to Section D of this RFP.

4.7 **Pricing Schedule.** The pricing schedule contained in Section E of this RFP, entitled “Pricing Schedule”, if any, must be completed and included in the Proposal along with any additional documentation required or permitted thereby.

5.0 **COMPENSATION.** The successful contractor will be compensated for the Services provided in accordance with any other compensation arrangement negotiated between SCBE and the successful contractor. To the extent the provisions of this paragraph contradict any provision regarding compensation set forth in Section C of this RFP, the provisions set forth in this paragraph shall govern.

6.0 **BONDING REQUIREMENTS.** The successful contractor shall be required under the Contract to comply with the bonding requirements listed below, if any.

7.0 **QUESTIONS REGARDING THIS RFP.** Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to jonessultonlm@scsk12.org, and must be received by SCBE no later than
12:00 PM/CST on January 7, 2015. Questions should include a return e-mail address and should specifically reference the section of the RFP to which the question pertains. All questions must be submitted in writing. IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. All questions and answers will be posted on Procurement’s website at the end of the business day on January 9, 2015. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all Respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and will lead to disqualification.
SECTION C - INSTRUCTIONS TO RESPONDENTS
INSTRUCTIONS TO RESPONDENTS

1.0 PURPOSE. Shelby County Board of Education (“SCBE”) hereby solicits submission of written proposals (“Proposals”), on a competitive basis, from qualified companies (the “Respondents”) capable of providing the scope of products or services described in Section B hereof (the “Services”). These instructions provide detailed legal and technical requirements for the acquisition of the Services. This Request for Proposal (this “RFP”) will become part of any final contract entered between SCBE and the Respondent for the provision of the Services.

SCBE will review the Proposals submitted and, ultimately, will enter into a contract with the successful Respondent for the Services. The Services are more particularly described in Section B of this RFP, which section is entitled “Scope of Services”.

2.0 PERIOD OF CONTRACT PERFORMANCE. The period of performance for the Services to be provided to SCBE by the Respondent as a result of this RFP and any resulting contract or agreement shall be as agreed and/or negotiated. It is the intent of SCBE to award a contract, or agreement, for the term, or duration, defined in Section B of this RFP. The contract or agreement resulting from this RFP shall also contain a provision granting to SCBE the right to terminate the Agreement, with or without cause, upon thirty (30) days notice.

3.0 PRE-PROPOSAL CONFERENCE. Not applicable to this Proposal.

4.0 MINIMUM STANDARDS. The successful contractor shall be capable of providing the Services in accordance with the minimum standards, specifications and performance requirements, as well as in accordance with all of the terms and conditions, stated in this RFP. The standards, specifications, performance requirements, terms and conditions set forth in this RFP reflect the primary considerations of SCBE concerning the minimum services and capabilities expected, but may not necessarily reflect all the services and capabilities required. Additional standards, specifications, performance requirements, terms and conditions may be set forth in the final contract. In this regard, the successful contractor shall furnish all management and resources (including but not limited to personnel, technical support, computerized and other systems support, equipment, materials and miscellaneous supplies) necessary to provide the Services in a thorough, comprehensive, timely, efficient and effective manner.

5.0 SPECIFICATIONS. The Respondent, if and when it is awarded a contract, shall provide all the Services described in Section B of this RFP, entitled “Scope of Services”.

6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS.

6.1 General Requirements. In order to be considered for selection, successful Respondents must submit a complete response to this RFP. One (1) original, one (1) CD/ USB (with Proposal formatted into a single pdf file) and nine (9) copies of each Proposal, including all attachments, forms and other related documents, must be submitted to SCBE at the place and in the manner indicated below. No other distribution of the Proposal shall be made by the Respondent. Proposals submitted by telegraphic or facsimile will not be considered.

6.1.1 Signatures; Completeness. Proposals shall be manually signed by an authorized representative of the Respondent. The printed name and title of the person signing the Proposal must appear on the signature page of the Proposal. Proposals must concisely set forth all of the information requested by this RFP in a full, accurate and complete manner, including all required attachments. If any required information is not contained in the Proposal, the Proposal will be considered non-responsive and, consequently, will not be considered.

6.1.2 Simplicity. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capability of satisfying the requirements of this RFP. Emphasis should be on completeness and clarity of content. Responses should focus on efficient and cost effective systems, which ensure cost management, timely services and minimized paperwork.

6.1.3 Binding. Each copy of the Proposal should be bound or contained in a single 1” volume. All documentation submitted with the Proposal should be contained in that single volume.
6.2 **Place and Time for Submission.** Proposals will be received by SCBE at its Procurement Services office located at 3176 Jackson Avenue, Memphis, Tennessee 38112, until **2:00 P.M. LOCAL TIME ON JANUARY 16, 2015** (THE “SUBMISSION DEADLINE”). **PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.**

6.2.1 **Delivery.** All Proposals shall be deemed received when delivered to the above address. Each Respondent is solely responsible for ensuring that its Proposal is timely delivered. Any Respondent who relies on overnight delivery services, the United States mail, private mail services, local couriers or any other delivery service remains solely responsible for the timely delivery of its Proposal and assumes all risk of late delivery, mis-delivery and non-delivery. Respondents may verify delivery of Proposals by contacting SCBE at (901) 416-3508.

6.2.2 **Receipt by SCBE: Markings.** Upon receipt, all Proposals will be date-stamped, time-stamped, logged and deposited by SCBE staff. Respondents are reminded that all Proposals must be securely sealed and clearly marked.

6.3 **Pricing.** Pricing information shall be provided on the pricing schedule form attached to this RFP. In determining its pricing proposal, the Respondent should take into account the following considerations.

6.3.1 **Tax Exemption.** 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.

6.3.2 **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.

6.4 **Forms.** Along with the Proposal, the Respondent will provide signed copies of all forms required by this RFP to be submitted. Information required by any forms must be submitted on the forms furnished. If erasures or other changes appear on the forms, such erasures or changes shall be initialed by the person(s) signing the form and the Proposal.

6.5 **Identity of the Respondent.** The Proposal must reveal the full name and business address of the Respondent. SCBE will enter an agreement only with the person or entity named as the Respondent in the Proposal of the successful contractor.

6.6 **Modifications Following Submission.** Modifications of Proposals following submission will be allowed, provided the modification is received by the SCBE at the place designated for submission of Proposals prior to the Submission Deadline.

6.7 **Duration of Validity.** Proposals shall be valid for a minimum period of six (6) months subsequent to the Submission Deadline. Proposals expiring less than six (6) months from Submission Deadline will be considered non-responsive and, consequently, will not be considered.

7.0 **CHANGES TO THE SPECIFICATIONS.** Any modification, amendment or other change to this RFP will be made by SCBE via written addendum and will be forwarded to all persons and firms to whom the RFP has been transmitted. Any unapproved deviation, exception, substitute, alternate or conditional qualification contained in a Proposal may be cause for rejection of the Proposal.

8.0 **EVALUATION PROCESS.**

8.1 **Evaluation Committee.** SCBE will appoint an evaluation committee, consisting of representatives of SCBE, to evaluate submitted Proposals and recommend a Respondent for a final contract with SCBE for provision of the Services. The committee will apply the evaluation criteria set forth in this RFP, or in any addenda hereto that may be issued by SCBE, in order to identify a Respondent for a final contract. An evaluation criterion is deemed to include any unstated “sub criterion” that logically might be included within the scope of the stated criterion.
8.2 Evaluation. The evaluation committee shall consider a number of criteria in determining with which Respondent and SCBE will enter a final contract. SCBE reserves the right to negotiate fees and other terms with the selected Respondent and, if no agreement is reached including desired fees and terms, the right to select and negotiate with another Respondent. SCBE may request additional information from any Respondent at any time after the Submission Deadline. However, unsolicited information may not be accepted from any Respondent after the Submission Deadline. SCBE will assume that all Proposals are complete as received.

8.2.1 Evaluation Criteria. Finalists’ Proposals shall be evaluated based upon the following criteria:

8.2.1.1 The extent to which the Services offered in response to this RFP meet or exceed the minimum specifications required of the Services;

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8.2.1.2 The ability of the Respondent to provide the Services requested or offered;

8.2.1.3 The quality of the Services being offered by the Respondent;

8.2.1.4 The price for which the Services are offered; and

8.2.1.5 Any and all other factors the evaluation committee deems reasonably applicable.

8.3 Oral Presentation. SCBE reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Respondent’s Proposal. In this regard, at the discretion of the evaluation committee, some or all Respondents who submit an Proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Respondent. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Respondent to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Procurement Director of SCBE. Interviews and oral presentations are strictly an option of SCBE or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Respondent.

8.4 Qualifications of the Respondent. SCBE may make such reasonable investigations as deemed proper and necessary to determine the ability of the Respondent to provide the Services. The Respondent shall furnish to SCBE all such information and data as may be requested for this purpose. SCBE further reserves the right to reject any Proposal if the evidence submitted by, or investigation of, the Respondent fails to satisfy SCBE that the Respondent is properly qualified to carry out the obligations required in this RFP and the final contract and to provide the Services contemplated therein.

8.5 Inspections. SCBE reserves the right, at reasonable times, to inspect the part of the plant or place of business of the Respondent or any subcontractor thereof which is related to the performance of any contract awarded or proposed to be awarded by SCBE. SCBE further reserves the right, at reasonable times and places, to audit the books and records of any Respondent who has submitted a Proposal to the extent that such books and records relate to cost or pricing data contained in the Proposal.
9.0 AWARD OF CONTRACT. The final contract for provision of the Services will ultimately be awarded to the Respondent deemed by SCBE in its sole discretion to be the most responsive and responsible Respondent. In determining which Respondent is the most responsive and responsible Respondent, SCBE will consider which Respondent is fully qualified and best suited, offers the best Services for the most reasonable price and is altogether most advantageous to SCBE among those submitting Proposals in response to this RFP, as determined based upon evaluation of the criteria set forth in this RFP and upon the results of negotiations. Terms of engagement will be negotiated with the selected Respondent, and the final contract will be awarded in the manner deemed by SCBE to be fair and most advantageous to SCBE.

9.1 Rejection of Proposal. SCBE reserves the right to reject any or all Proposals and to waive informalities and irregularities in any or all Proposals submitted. In this regard, SCBE, at its own discretion and at any time prior to award, may cancel this RFP or reject any Proposal, in whole or in part, and is not required to furnish a statement of the reason why a particular Proposal or Proposal was rejected or was not deemed to be the most advantageous.

9.2 Bid Preferences. SCBE applies a five percent (5%) bid preference to Respondents, which qualify as local businesses.

9.3 Negotiation and Approval of Contract. Should, at any time, SCBE determine in its sole discretion that only one Respondent is fully qualified or that one Respondent is clearly more qualified than the others under consideration, a proposed contract may be negotiated for award to that successful Respondent. SCBE shall have no obligation to include in any such proposed contract any part of any sample contract submitted by the Respondent. The proposed contract must be presented to the board of commissioners of the SCBE (the “Board”) for final approval of award. Provision of the Services may not commence until: (i) a contract between SCBE and the successful Respondent is properly negotiated, executed and entered; (ii) the contract is approved by the Board, as required; and (iii) SCBE issues to the successful Respondent a written notice to proceed. In the event that a contract is not successfully negotiated within 30 days of the notification of the recommendation of award, and/or if the contract is not approved by the Shelby County Board of Education for awards totaling $100,000 or more, the vendor may no longer be considered, and the district reserves the right to contact the Respondent with the next highest ranking or issue a new RFP.

9.4 Compensation. The successful contractor will be paid for the Services provided in accordance with a compensation arrangement to be negotiated between SCBE and the successful Respondent. More specific guidance regarding compensation may be set forth in Section B of this RFP.

9.5 Price Adjustment. The price to SCBE, including fee, profit or any other portion of the compensation payable to the Respondent, shall be adjusted to exclude any significant sums by which SCBE finds that the price was increased because the fees, costs or pricing data furnished by the Respondent were inaccurate, incomplete or not current as of the date of the contract.

9.6 Charges Not Required. The successful contractor and SCBE both shall agree that SCBE shall not be required to pay to the successful contractor any cost, fee or charge which is not specifically required to be paid by the contract.

9.7 Performance. SCBE and the successful contractor each shall agree to fully perform all of their respective obligations under the Agreement. However, failure of SCBE to perform such obligations shall not automatically relieve the successful contractor of its obligation to perform under the contract.

9.8 Protests. SCBE will consider all protests filed in a timely manner regarding the award of a contract, or the process of awarding a contract, in relation to this RFP, whether submitted before or after award. All protests are to be submitted in writing.

10.0 GENERAL TERMS AND CONDITIONS.

10.1 No Commitment. This RFP does not commit SCBE to award a contract, pay any costs incurred in the preparation of any Proposal submitted or procure or contract for Services from any Respondent or any other person. Accordingly, each Respondent shall be responsible for all costs incurred in the preparation and submission of its Proposal or in any part of its participation in the pre-award process.
10.2 Conditions and Assumptions. All Proposals 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 Respondent. Thus, in establishing the terms of any resulting contract, SCBE may assume the conditions and assumptions underlying the Proposal submitted by the successful Respondent are accurate.

10.3 Termination. Failure by the successful contractor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the case of the successful contractor’s failure to deliver the Services in accordance with the contract terms and conditions, SCBE, after due oral or written notice, may procure such Services from other sources and hold the successful contractor responsible for any resulting additional purchase and administrative costs.

SCBE reserves the unilateral right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever SCBE in its sole discretion determines that such a termination is in the best interest of SCBE. Any such termination shall be enacted by delivery to the successful contractor by certified mail, at least thirty (30) calendar days prior to the termination date, a notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination shall become effective. After receipt of a notice of termination, the successful contractor must stop all work or deliveries under the contract on the effective date and to the extent specified in the notice of termination. However, any such contract termination notice shall not relieve the successful contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of termination. No payment shall be made for anticipated profit on unperformed services.

10.4 Ethics in Public Contracting. By submitting its Proposal, Respondent certifies that its Proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Respondent, supplier, manufacturer, subcontractor, customer or other person in connection with its Proposal 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.

10.5 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 RFP 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 or a Board member, shall be grounds for disqualification of the Respondent from the bid process. By submitting a Proposal, the Respondent represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.

10.6 Conflict of Interest. Respondent certifies that no SCBE Board member, staff member or any SCBE employee has a financial or beneficial interest in the Respondent.

10.7 Mandatory Use of Form and Modification of Terms and Conditions. Failure to submit a Proposal on any official form provided for that purpose may be cause for rejection of a Proposal. Return of the complete form is required. Modification of, or additions to, the general terms and conditions of this RFP may be cause for rejection of the Proposal. 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 Proposal.

10.8 Errors or Omissions. The Respondent shall not be allowed to take advantage of any errors or omissions in the specifications set forth in this RFP. Where errors or omissions occur in this RFP, the Respondent shall promptly notify the contact person listed in this RFP and report the identified error or omission. Inconsistencies in the specifications are to be reported before Proposals are submitted to SCBE.

10.9 Liability for Improper Date or Time Processing. By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent 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.
10.10  **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 RFP 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 Proposal, 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. **RESPONDENTS ARE HEREBY NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH THE SCBE MAY BE SUBJECT TO THE TENNESSEE PUBLIC RECORDS ACT.**

10.11  **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.

10.12  **Obligation of Successful Contractor.** By submitting a Proposal, 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.

10.13  **Format of Services: Satisfaction of SCBE.** The Respondent agrees that, if it becomes the successful contractor, the Respondent 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 RFP, including any modifications and additions hereto. Furthermore, the Respondent agrees to be responsible for providing the Services in a manner and to an extent satisfactory to SCBE.

10.14  **Delivery.** By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will deliver to SCBE all items required to be delivered by this RFP and the Agreement in a form, which is complete and ready for use.

10.15  **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.**

10.16  **Support.** If it becomes the successful contractor, the Respondent 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.

10.17  **Deviation from Specification.** Accountability for the Services will rest solely with the successful contractor. Any inaccuracy in or other deviation of the Services from the required specifications will be corrected by the successful contractor within two (2) weeks after the successful contractor is notified of the inaccuracy or discrepancy.

10.18  **Time for Performance.** In order to minimize the disruption of schools and other SCBE facilities, the successful contractor will perform the Services during hours, which will be determined by SCBE.

10.19  **Non-Discrimination.** The Respondent is obligated not to discriminate against any employee of, or applicant for employment with, the Respondent on the basis of race, color, religion, handicap, national origin, sex or socio-economic status. This obligation shall include, but not be limited to the following matters: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Respondent is obligated to comply with all requirements of
the Americans with Disabilities Act. In addition, all vendors wishing to do business with Respondent shall be afforded the same equal opportunity and non-discrimination. By submitting a response to this RFP, the Respondent confirms and asserts that it is not currently discriminating, and will not discriminate, against any person in any manner related to this RFP or to any Proposal or contract related hereto, including in the performance under any such contract.

10.20 **MWBE Policy.** Respondent can view the requirements of SCBE Policy 2010 and 2011 in Section D of this RFP.

10.21 **Bonding or Other Security.** If the Services include any type of construction or maintenance of a public building, work or other project to be provided under a contract having a contract price of more than One Hundred Thousand Dollars and No/100 Dollars ($100,000.00), then, prior to the commencement of work under the contract, the successful contractor will execute and provide to SCBE a good and solvent bond to the effect that the successful contractor will pay for all the labor and materials used by the successful contractor or by any subcontractor, immediate or remote, in connection with the contract, in lawful money of the United States, as required by Section 12-4-118 of the Tennessee Code Annotated. The bond shall be for at least twenty-five (25%) of the contract price. The bond shall provide that the successful contractor shall promptly make payment when due of all taxes, licenses, assessments, contributions, penalties and interest on the project.

10.22 **Insurance.** By submitting a Proposal in response to this RFP, the Respondent certifies that, if awarded a contract, it will have the insurance coverage required for performance of the Services, if any, at the time the work commences. Additionally, the Respondent certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Tennessee. During the term of the contract, SCBE reserves the right to require the successful Respondent to furnish certificates of any required insurance for the coverage required by SCBE, if any is required.

10.23 **Confidential and Proprietary Information.** SCBE is subject to the Tennessee “Public Records Act.” Accordingly, no claim of confidentiality or proprietary information in all or any portion of any Proposal submitted in response to this RFP will be honored unless a specific exemption from the Public Records Act exists and such exemption is cited in the Proposal. Any claimed exemption must be specifically cited by page and paragraph number(s). An incorrectly claimed exemption does not disqualify the Respondent.

10.24 **Ownership of Computer Programs and Data.** Ownership of all computer systems, programs, software, data, materials, documentation or similar products purchased, created or compiled in connection with the performance of the Services or the performance of obligations under any contract resulting from or related to this RFP, now or hereafter, shall vest completely and exclusively with SCBE. Upon expiration of the term of the contract, the successful contractor will relinquish and convey to SCBE any right it may have in such computer systems, programs, software, data, materials, documentation or similar products.

10.25 **Assignment of Contract.** Upon execution, the contract shall not be assigned or subcontracted by the successful contractor, in whole or in part, without the prior written consent of SCBE.

10.26 **Binding Nature of This RFP.** By submitting a Proposal, the Respondent agrees to be bound by all of the provisions of this RFP. The Respondent further agrees that, if it becomes the successful contractor, the Respondent and its heirs and assigns will continue to be bound by the provisions of the RFP for the duration of the Agreement Term except to the extent any provision hereof is explicitly waived in the Agreement.

10.27 **Applicable Laws and Courts.** This RFP and any related Proposal and resulting contract shall be governed in all respects by the laws of the State of Tennessee. Jurisdiction over any matter arising in connection with this RFP or any related Proposal or resulting contract hereunder shall be held by the federal and state courts having jurisdiction in Shelby County, Tennessee. Furthermore, the Respondent shall comply with all applicable federal, state and local laws and regulations.
SECTION D - MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (MWDBE) POLICY
The Respondent is encouraged to comply with the requirements of the SCBE Policies 2010 and 2011 “Minority, Women and Disadvantaged Business Enterprise Participation”.

MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

I. PURPOSE

To ensure that a program is developed and implemented that will significantly increase the amount of goods and services the Shelby County Board of Education purchases from minority, women, and disadvantaged business enterprises (MWDBE).

II. SCOPE

This policy applies to the procurement of all goods and services by the Shelby County Board of Education, except those exempted by sole source contacts.

III. POLICY STATEMENT

The Shelby County Board of Education recognizes that minority, women, and disadvantaged business owners frequently face unique problems that are not encountered by majority-owned businesses. The Board is committed to ensuring that all vendors have an equal opportunity to do business with the Shelby County Board of Education. Therefore, the Board and administration will take concerted action to ensure that, to the maximum extent practicable, minority business enterprises will equitably share in the total volume of business awarded by the school system. This will be accomplished by developing and implementing a comprehensive supplier diversity program that will significantly increase the amount of business the school system does with minority, women, and disadvantaged-owned business enterprises without sacrificing quality, service, on-time delivery, and competitive value of the goods and services it purchases. Specific program goals will be established by the Board and strategies developed by administration for the awarding of contracts to minority, women, and disadvantaged business enterprises.
IV. RESPONSIBILITY

A. The Superintendent is responsible for ensuring that a comprehensive program is developed and implemented which includes specific program designed to carry out this policy.

B. The Purchasing Department is responsible for purchasing is responsible for actively seeking MWDBE to do business with the Shelby County Board of Education and for complying with the provisions of this policy and the program implementation.

C. The Purchasing Department is responsible for providing quarterly and annual reports showing progress toward meeting the Board's established goals.

D. The Superintendent is responsible for ensuring that this policy is followed.
SECTION E - PRICING SCHEDULE
### PRICING SCHEDULE

**COST:**

**Consulting Services & Equipment – Automated Muffin Production System**

<table>
<thead>
<tr>
<th>Brand:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Model #:</td>
<td></td>
</tr>
</tbody>
</table>

**Total Proposal Cost (Equipment only):** $__________________________

(including installation and testing of equipment)

**Initial Training of Nutrition Services Staff** $________________

**Unit Cost Muffin Cups** $________________

**Cost of Film Wrap** (To seal 1,000,000 muffin cups)

<table>
<thead>
<tr>
<th>By Square Foot</th>
<th>$________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>By Roll</td>
<td>$________________</td>
</tr>
</tbody>
</table>

**Annual Support & Maintenance Cost** (cost per hour) $________________

(Beginning in the 13 month after formal acceptance of equipment)

<table>
<thead>
<tr>
<th>Onsite Support Cost</th>
<th>$________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>(# of days _____ hours_____ included)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Remote Support Cost</th>
<th>$________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>(# of days _____ hours_____ included)</td>
<td></td>
</tr>
</tbody>
</table>

**Spare Parts Kit Cost** $________________

**Additional Automated Muffin Production System** $________________

(Within 24 months following initial execution of an agreement of initial)

Please provide any additional cost required not included in the Pricing Schedule (List and state cost)

| __________________________________________ | $________________ |
| __________________________________________ | $________________ |
| __________________________________________ | $________________ |

$________________
SECTION F - FORMS AND DOCUMENTS
# SHELBY COUNTY SCHOOLS
## VENDOR APPLICATION

Return to: Shelby County Schools • Department of Procurement Services • 160 South Hollywood Street • Room 126 • Memphis, TN 38112  
Fax 901.416.5325

**Firm Name**  
Name as listed on W-9  

**Address**  

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
<th>County</th>
</tr>
</thead>
</table>

**Country**  
Telephone  
Fax  

**E-mail**  

Please note that the e-mail address must be that of the authorized Company, not the Company's employees. Only company addresses will be accepted. E-mail addresses of sales representatives are not acceptable and will not be allowed.

**Federal Taxpayer Identification Number (as shown on W-9 form)**  
Or **Social Security Number (if appropriate)**

Please attach your completed W-9 form (international vendors need to attach their completed W-8BEN form). If you do not already have a completed W-9 or W-8BEN (international vendor) form, please download it from [www.irs.gov](http://www.irs.gov) and complete the form before adding as an attachment.

**Address for Payment,**  
If different from above  

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
<th>Country</th>
</tr>
</thead>
</table>

**Authorized Company**  
Officer & Title  
Authorized Sales Representative  

**Type of Business**  
- Manufacturer  
- Construction  
- Distributor  
- Agent/Representative  
- Other  

**Organization of Business**  
- Sole Proprietorship  
- Partnership  
- Corporation  
- Non-Profit  
- Non-Business Seeking Reimbursement  

Is your company a minority-owned or disadvantaged business as defined below?  
- Yes  
- No  

A minority business is defined as a business that is both owned and controlled by minorities and/or women. Minorities and/or women must own at least 51% of the business and control its management and daily operations. Minorities include Black, Women, American Indians, Alaskan Natives, Asian American, Hispanics and members of other groups determined to be economically or socially disadvantaged by the Small Business Administration under Section A of the Small Business Act as amended (13 USC 637 et seq). HUB Zone business as determined by the Small Business Administration is a small business located within a HUB Zone.

If yes, please check the category that properly defines your minority status:  
- African American  
- Hispanic  
- Women Owned  
- Small Business Enterprise  
- Other  

**Uniform Certification Agency Certification Number**

Local Business?  
- Yes  
- No  

Requires a Shelby County Business License that has been held for the past 6 months.

**Organization of Business**  
- Corporation  
- Non-Profit  
- Partnership  
- Sole Proprietorship  

Are you a registered vendor on eSchool Mall?  
- Yes  
- No  

Are you currently an employee of the Shelby County Schools Unified District?  
- Yes  
- No  

If yes, please list assigned location/department/school:  

Have you ever been an employee of the Memphis City Schools of Shelby County Schools District?  
- Yes  
- No  

If yes please list your last date of employment with the Shelby County Schools Unified District:  

Please indicate the goods and/or services your firm provides:

---

**Conflict of Interest:** By submitting this signed form, you are declaring that no Shelby County Schools Unified District Board Commissioner or employee has a financial or beneficial interest in this firm. Vendor also agrees to extend credit to Shelby County Schools Unified District, without requiring a credit application, if a vendor's bid is approved. Vendor's bid may be rejected should a credit application be required. NOTE: Each vendor is responsible for notifying the Shelby County Schools Unified District Purchasing Department of any future business name, address, telephone number, E-mail, or any other vendor information change.

Authorized Signature  
Print Name and Title
SECOND TIER PURCHASING

Shelby County Board of Education utilizes a race neutral program for all purchases and contracts. In order to set benchmarks for all MWBE and Local Business Enterprises, we ask that our vendors review and actively participate per Policy 2010 and 2011 in Section D of this RFP.

In order to track the purchases and contracts issued to MWBE's (Minority Women Business Enterprises), we ask our vendors to indicate their level of second tier purchasing commitment. Second tier purchasing is defined below:

Second-tier purchasing is the process through which a first-tier (or prime) supplier utilizes a minority supplier either directly or indirectly.

Please indicate below the level of participation, in both dollars and percentage that would define the level of minority business enterprise participation for this project.

Second Tier Commodity __________________________________________________________
(Example: Office supply vendors may purchase subsets from minority owned companies. Manufacturers may purchase a certain percentage from minority suppliers. This line asks for the commodity.)

M/WBE category for second tier supplier - PLEASE CHECK ONE:

☐ Hispanic
☐ Black
☐ Asian American
☐ Native American Indian
☐ Woman Owned

Dollars expended for this commodity, this project $ _________________________________

Percentage of this project _____________________________________________________ %

Name of Business (Please Print)

__________________________________________________________
Print Authorized Representative Name

__________________________________________________________
Signature of Authorization Representative

__________________________________________________________
Date
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS –
PRIMARY AND LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this proposal, the prospective primary and/or lower tier participant (“participant”) is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction, however failure of the prospective participant to furnish a certification or explanation shall disqualify such person from participation in this transaction. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including termination for cause or default, suspension and/or debarment.

3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all covered transactions and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including termination of this transaction for cause or default, suspension and/or debarment.
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary and/or Lower Tier Covered Transactions

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

(2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) The prospective participant and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in Paragraph 2 of this certification.

(4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

(5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agency: ________________________________

Signature: ______________________________

Date: ________________________________
SECTION G – PURCHASE AND SALE AGREEMENT
PURCHASE AND SALE AGREEMENT OF EQUIPMENT
BETWEEN
SHELBY COUNTY BOARD OF EDUCATION
AND
____________________________________________

THIS PURCHASE AND SALE AGREEMENT is entered into this day of
________________________, __________, by and between Shelby County Board of Education, operating as Shelby County Schools (hereinafter "Buyer"), a public school district operating as Shelby County Schools, at 160 S. Hollywood Street, Memphis, Tennessee, 38112, and _____________________________________ (hereinafter "Company"), a corporation located at _______________________________________.

RECITALS:

WHEREAS, Company is in the business of ____________________________________; and

WHEREAS, Buyer desires to purchase such equipment.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement, under seal, as follows:

1. Sale of Equipment. Company hereby sells to Buyer and Buyer hereby purchases from Company the equipment described on Exhibit A attached hereto and incorporated herein, and licenses the software contained therein (hereinafter "Equipment"). Such Equipment shall be shipped FOB Installation Site (as hereinafter defined in Paragraph 6), freight pre-paid and absorbed by Company.

2. Purchase Price. Buyer shall pay to Company for the Equipment and for all obligations specified herein, as full and complete consideration therefore, the sum of __________________________________ (XXXXX) (hereinafter "Purchase Price").

3. Payment. Payment of the Purchase Price shall be made by Buyer to Company within thirty (30) days following receipt of Company’s invoice after installation and acceptance of the Equipment.
All invoices submitted to Buyer by Company shall list the items of Equipment purchased thereunder in the same sequence used in Buyer's Purchase Order for such Equipment. Buyer's Purchase Order Number shall appear on all invoices submitted to Buyer hereunder.

4. **Taxes.** Buyer represents that it is a tax-exempt entity under applicable laws of the State of Tennessee. Company shall take all action required to cause the purchase of the Equipment hereunder to be treated as a tax-exempt transaction, and in no event shall Buyer be responsible for any sales, use, property, gross receipts, or similar taxes levied against any party to this Agreement.

5. **Site Evaluation.** At no cost or expense to Buyer, Company shall furnish Buyer with site preparation requirement, which shall include, but not be limited to, power, air conditioning, and operational considerations with respect to the Equipment. Company's personnel shall coordinate their activities with and avoid interference with Buyer's employees.

6. **Site Preparation.** Buyer shall be responsible for preparing a site suitable for the installation and operation of the Equipment (hereinafter "Installation Site").

7. **Delivery.** Delivery of the Equipment to Buyer by Company, at Company's sole cost and expense, shall be made within thirty (30) days after receipt of a purchase order (hereinafter "Delivery Date"). No substitutions shall be made without prior authorization by Buyer's Procurement Department.

8. **Installation.** Company shall install the Equipment at the Installation Site in accordance with the installation schedule set forth in **Exhibit B** attached hereto and incorporated herein (the "Installation Schedule"). and connect the same to the safety switches or electrical outlets to be provided and/or installed by Buyer. Company will supply all other electrical required, at its cost and expense. Company shall be responsible for all costs associated with delivery and installation of the Equipment. Time is of the essence to this Agreement.

   Company shall comply with all permits and licenses required by Federal, State, or local authorities in connection with the delivery and installation of the Equipment.

9. **Testing and Certification.** Upon completion of installation of the Equipment, Company shall perform prescribed tests to determine that the Equipment is operating in conformance with Company's published performance specifications for the Equipment and any other requirements agreed to by the parties (hereinafter "Specifications"), a copy of which are attached hereto and incorporated herein as **Exhibit C**. When Company is satisfied that the Equipment is operating in conformance with the Specifications, Company shall produce, document and present to Buyer operational verification data (hereinafter "Equipment Turnover").
10. **Acceptance**. “Acceptance” of the Equipment shall be deemed to occur on the date when, in the reasonable opinion of Buyer, the Equipment conforms to the Specifications, and has continuously operated in compliance with the Specifications for ten (10) days after Equipment Turnover. Company shall present Buyer with a Final Certificate of Acceptance (attached hereto as Exhibit F, and incorporated herein by reference) immediately prior to the expiration of the 10th day. Final acceptance occurs when Buyer executes and returns to Company the signed Final Certificate of Acceptance.

Two (2) copies of operator and service instruction manuals are to be provided to Buyer by Company, the latter to include electrical and mechanical schematics, if applicable, and parts and current price lists.

11. **Training**. Prior to Acceptance of the Equipment or at such other time as the parties may mutually agree, Company shall provide, at no cost or expense to Buyer, training in operation of the Equipment for employees designated by Buyer. Such training is described on Exhibit D attached hereto and incorporated herein.

12. **Software**. Company hereby grants to Buyer a LIMITED, NONEXCLUSIVE LICENSE and/or SUBLICENSE (hereinafter “License”) to use the software identified in Exhibit A hereof (hereinafter “Software”) in connection with the sale of Equipment.

   A. **License Fee.** Any charge for the License is included in the Purchase Price set forth in Paragraph 2 of this Agreement.

   B. **Updates.** During the Warranty Period, or for as long as Buyer purchases any maintenance support services from Company, Company shall provide to Buyer, without additional charge, any and all routine Software changes and updates intended to provide general improvements to the performance of the Equipment that are announced by Company or that are required to comply with applicable federal statutes and regulations.

   C. **Term.** This License shall commence upon delivery of the Equipment to the Buyer and shall continue for as long as Buyer retains full legal right and title to operate the Equipment.

   D. **Security Patches.** Company and Buyer agree on the importance of installing up to date third party security patches to help maintain network and computer workstation security. Company and Buyer will work cooperatively to insure that all necessary third party operating system security patches are installed and tested as quickly as possible. Buyer may install any/all third party security patches as they deem necessary. In the event that installation of a particular patch causes a subsequent defect or error in the operation of Company supplied software, Buyer must remove the patch and contact the Company. Company will then apply best efforts to install
and test patch(es) and correct any defects or errors to Company software that results. Company will then update Buyer software to allow Buyer to reinstall patch. Any such installation of security patches shall not void any warranty.

13. **Equipment Warranty.** The warranty provided to Buyer by Company with respect to the Equipment is set forth in Exhibit E attached hereto and incorporated herein. The warranty period shall commence upon Acceptance of the Equipment.

14. **Indemnification.**

   A. Company shall indemnify and hold Buyer its Board members, officers, employees, and agents harmless from any loss, lawsuit, liability, damage, cost and expense (including reasonable attorneys’ fees) which may arise out of or result from (i) the acts or omissions of the Company, its agents or employees in connection with this Agreement; or (ii) any defects in any Equipment supplied by the Company; or (iii) any breach or default in the performance of the obligations of Company hereunder including any breach of warranty. Company's indemnification obligations hereunder shall not apply to the extent that any claim is caused by the negligence or misconduct of Buyer.

   B. Company agrees to assume the defense of and shall indemnify and save harmless Buyer and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, Equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, Company, within a reasonable time, shall at its own expense, and as Buyer may elect, replace such material, Equipment or apparatus with non-infringing material, Equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

   C. The invalidity, in whole or in part, of any of the foregoing paragraph will not affect the remainder of such paragraph.

15. **Default by Company.** Upon the occurrence of any of the following events, and except as is otherwise provided for in this Agreement, Company shall be deemed to be in default under this Agreement if:

   A. The scheduled performance dates, including the Delivery Date and Installation Schedule, shall be exceeded by more than thirty (30) days; or

   B. Company fails or defaults in the performance of any material obligation or covenant under this Agreement and does not correct or substantially cure such failure, default, or
breach within thirty (30) days from and after Company's receipt of written notice from Buyer of such default or breach; or

C. Any material representation or warranty made by Company hereunder is breached and remains uncured from and after thirty (30) days following Company's receipt of written notice from Buyer of such breach.

If any event of default occurs and is not cured within any applicable period specified above, Buyer, at its sole option, may employ any remedy then available to it, whether at law or in equity, including, but not limited to, the following:

A. Proceed by appropriate court action to enforce performance by Company of the applicable covenants and obligations of this Agreement and to recover damages for the breach thereof, and/or to enforce the indemnification set forth in Paragraph 14 hereof; or

B. Terminate this Agreement as to all or any part as Buyer in its sole discretion may determine; or

C. Pursue any other rights or remedies available to Buyer under the laws of the State of Tennessee.

16. **Default by Buyer.** Default by Buyer in payment (except in the case of a bona fide dispute) or performance of any material duty or obligation under this Agreement, shall, at the sole option of Company, if the default is not cured within thirty (30) days from and after Buyer's receipt of written notice from Company of the default, constitute a default of this Agreement. In such an event, Company, at its sole option, may employ any remedy then available to it, whether at law or in equity, including, but not limited, to the following:

A. Withhold performance or further performance hereunder until all such defaults have been cured, provided, however, that Company shall continue to perform hereunder in the event of a bona fide payment dispute, which has been communicated to Company; or

B. Pursue any other rights and remedies available to Company under the laws of the State of Tennessee.

17. **General.**

A. **Compliance with Laws.** Company shall perform this Agreement in compliance with all applicable Federal, State, and local laws, rules, regulations, and ordinances, and represents that it shall have obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement.
B. **Affirmative Action.** The Company agrees to adhere, if and as applicable, to the non-discrimination and affirmative action requirements of 41 CFR §60-1.4 (addressing race, sex, color, religion, and national origin), 41 CFR §60-250.4 and 41 CFR §60-250.5 (addressing veteran status), and 41 CFR §60-741.4 and 41 CFR §60-741.5 (addressing disabilities).

C. **Confidentiality.** Company shall hold in strictest confidence any information and material which is related to Buyer's business or is designated by Buyer as proprietary and confidential, herein or otherwise. It is understood that this confidentiality clause does not include information which: (i) is now or hereafter in the public domain through no fault of the party being provided the confidential information; (ii) prior to disclosure hereunder, is property within the rightful possession of the party being provided the confidential information; (iii) subsequent to disclosure hereunder, is lawfully received from a third party with no restriction on further disclosure; or (iv) is obligated to be produced under order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or protective order in connection with such proceeding, which the parties in all cases will attempt to obtain. Company hereby covenants that it shall not disclose such information to any third party without prior written authorization of Buyer. Company further covenants not to disclose or otherwise make known to any party nor to issue or release for publication any articles or advertising or publicity matter relating to this Agreement in which the name of Buyer is mentioned or used, directly or indirectly, unless prior written consent is granted by Buyer.

D. **Notices.** All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United State Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel or other nationally recognized overnight carrier. All notices or communications between Buyer and Company pertaining to this Agreement shall be addressed as follows:

If to Buyer: Shelby County Board of Education  
Attention: ________________________________  
________________________________________

With a copy to: Shelby County Board of Education  
Attention: Contracts Management & Compliance  
160 S. Hollywood Street, Room C-114  
Memphis, TN 38112
Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein.

E. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

F. Modifications. No revision or modification of this Agreement shall be effective unless in writing and executed by authorized representative of both parties.

G. Assignment. The prior written approval of Buyer shall be required to allow a delegation or assignment of duty to perform any obligation owed to Buyer by Company, its agents, employees, contractors or affiliates.

H. Severability. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

I. Construction and Jurisdiction. This Agreement shall be governed by the laws of the State of Tennessee. Each of the parties to this Agreement hereby irrevocably and unconditionally: (i) consents to submit to the exclusive jurisdiction of the courts of Shelby County, Tennessee for any proceeding arising in connection with this Agreement and each such party agrees not to commence any such proceeding except in such courts, and (ii) waives any objection to the laying of venue of any such proceeding in the courts of Shelby County, Tennessee.

J. Headings. The paragraph titles of this Agreement are for conveniences only and shall not define or limit any of the provisions hereof.
K. **Entire Agreement.** This Agreement, the Request for Proposal (“RFP”), any documents referenced herein and all Exhibits hereto (Exhibits A through F) are intended as the complete and exclusive statement of the agreement between Buyer and Company with respect to the subject matter hereof, and supersede all prior agreements and negotiations related thereto.

L. **Binding Effect.** The provisions hereof shall be binding upon and shall inure to the benefit of Buyer and Company, their respective successors, and permitted assigns.

M. **Survival.** The representations and warranties contained in Paragraphs 14, 15 and 18 shall survive termination of this Agreement.

N. **Counterparts.** Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means. This Agreement shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

O. **Catalog and Detailing Requirements.** Company shall furnish up-to-date catalogs and/or Equipment information of current items and prices to be kept on file by Buyer's Procurement Department.

No Company Equipment may be delivered to Buyer for evaluation without approval of Buyer's Procurement Department, and all such Equipment may be delivered only after receipt of an appropriate purchase order.

P. **Parts.** For a seven-year period from the date hereof, Company agrees to make available and sell to Buyer such parts as to maintain the Equipment in good working order and to offer a maintenance program.

Q. **Insurance.** Company shall carry and at all times maintain in full force and effect, at its sole expense, policies of general liability and product liability insurance in the minimum amount of One Million Dollars ($1,000,000) for each claim for each policy year. Company shall provide at least thirty (30) days written notice to Buyer prior to cancellation of any policy.

R. **Specification Conflicts.** In the event of any ambiguity or conflict among the provisions of this Agreement and Exhibits hereto, requests for proposals issued by the Buyer relating to the purchase of the Equipment, Purchase Orders issued by the Buyer, the Company's proposals, quotes or order acknowledgments, manufacturers' product specifications, and other documents relating to the Company's sale of the Equipment to the Buyer, the Company shall be
required to comply with the most stringent requirement which provides the highest quality and greatest benefit to the Buyer, unless otherwise specifically directed by the Buyer in writing. The terms and conditions of this Agreement are intended to govern the purchase and sale of the Equipment, and any conflicting terms and conditions, or additional terms and conditions, in any vendor prepared document shall not apply.

S. Access to Books and Records. Company and Buyer agree that until the expiration of three (3) years after the furnishing of such services, goods or products, Company shall, upon written request, make available to Buyer or any duly authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the costs of such services, goods or products.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the authorized representatives of Buyer and Company have signed this agreement as of the day and year first written above, and the person executing this agreement on behalf of each party represents and warrants that this agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon and enforceable against the company in accordance with its terms.

SHELBY COUNTY BOARD OF EDUCATION

By: ________________________________
Name: Dorsey E. Hopson, II
Title: Superintendent

VENDOR

By: ________________________________
Name: ______________________________
Title: ______________________________
EXHIBIT A

Description of Equipment

In the event of any inconsistency between the terms in main body of the Agreement and the terms in Exhibit A attached hereto, the terms in main body of the Agreement will control.
EXHIBIT B

Installation Schedule

Company shall be responsible to install the Equipment after Buyer has properly prepared the site at Buyer’s sole expense. Buyer shall be responsible for having the site fully ready to receive the Equipment on the estimated delivery date.
EXHIBIT C
 Specifications

See Attached Equipment Specifications
EXHIBIT D

Training

If applicable and necessary, training on the use and operation of the Equipment and related disposables will be provided at a mutually agreeable time at the request of Buyer. Training will be conducted at Buyer’s location, and the training, as well as any written materials distributed by Company, shall be provided to Buyer at no additional cost.
EXHIBIT E

Equipment Warranty

For a one (1) year period from date of Acceptance (the "Warranty Period"), Company warrants that the Equipment provided to Buyer pursuant to this Agreement shall be free from defects in material, manufacturing workmanship, and title, and that the Equipment will operate in conformance with the Specifications set forth in **Exhibit C** and will operate as described in all marketing and advertising materials provided to Buyer (the "Warranty"). The Warranty also shall apply to any replacement part or to any Enhancement. Further, Company warrants that all service repairs shall be free from defects in materials and workmanship for the greater of (i) the balance of the Warranty Period or (ii) ninety (90) days after the date the repair is completed.

To enable Company to properly administer the Warranty, Buyer shall (i) promptly notify Company of any claim hereunder, and (ii) provide Company with the opportunity to inspect and test parts claimed by Buyer to be defective.

Defective Equipment will be shipped by Buyer to Company’s Technical Service Center under Company’s Loaner program. Under this program Buyer will inform Company of defective Equipment in order to have a “Loaner” piece of equipment shipped to Buyer within twenty-four (24) hours of such notification. Buyer will have full use of the Loaner equipment until defective Equipment has been repaired or replaced and received by Buyer.

If during the Warranty Period and after trouble-shooting assistance from Company, it is Buyer's opinion that on-site service is required, warranty service will be available from Company, free of charge, on an appointment basis, Monday through Friday, 8:00 a.m. to 5:00 p.m.

During the Warranty Period, Company shall provide to Buyer, without additional charge, 24-hour a day, 365-day a year access to a toll-free health care professional hotline for questions and trouble-shooting assistance.
EXHIBIT F
FORM OF CERTIFICATE OF ACCEPTANCE

FINAL CERTIFICATE OF ACCEPTANCE
FOR PURCHASE OF EQUIPMENT

Dated _____________________, ____________

In compliance with the terms, conditions and provisions of the Purchase and Sale Agreement dated _____________________, _______ (the “Agreement”), by and between the undersigned (the “Buyer”) and _________________________________ (the “Company”), Buyer hereby:

(a) certifies and warrants that all equipment described in the above-referenced Agreement (the “Equipment”) is delivered, inspected, fully installed and operational as of the Acceptance Date, as indicated and defined below;

(b) accepts all of the Equipment for all purposes under the Agreement and all attendant documents as of this _______ day of _____________________, ____________ (the “Acceptance Date”).

BUYER:

________________________________
By: ________________________________
Title: ________________________________
SECTION G - APPENDICES
# Recipe #1

## Banana - Chocolate Chip Muffins

Shelby County Board of Education  
Flour Blend T – 55% Healthy Choice

### Ingredients

<table>
<thead>
<tr>
<th>Ingredient</th>
<th>Measurements</th>
</tr>
</thead>
<tbody>
<tr>
<td>55 % Ultragrain (Blend All Purpose)</td>
<td>96 lbs</td>
</tr>
<tr>
<td>Rolled Oats</td>
<td>15 lbs</td>
</tr>
<tr>
<td>Sugar</td>
<td>75 lbs</td>
</tr>
<tr>
<td>Eggs (Liquid)</td>
<td>30 lbs</td>
</tr>
<tr>
<td>Vegetable Oil</td>
<td>31 lbs</td>
</tr>
<tr>
<td>Vanilla flavor</td>
<td>5 lbs</td>
</tr>
<tr>
<td>Yeast</td>
<td>5 lbs</td>
</tr>
<tr>
<td>Baking Powder</td>
<td>1 lb 8 ounces</td>
</tr>
<tr>
<td>Brown Sugar</td>
<td>8 lbs</td>
</tr>
<tr>
<td>Water (variable)</td>
<td>50 lbs</td>
</tr>
<tr>
<td>Salt</td>
<td>4 ounce</td>
</tr>
<tr>
<td>Chocolate Chip Drops</td>
<td>25 lbs</td>
</tr>
<tr>
<td>Banana Puree</td>
<td>46 lbs</td>
</tr>
<tr>
<td>Apple Slices Blend (3) cans</td>
<td>18 lbs</td>
</tr>
<tr>
<td>Honey</td>
<td>6 lbs</td>
</tr>
</tbody>
</table>

**Yield:** 3.6 ounces  
**Yield:** 1300

Note: Add applesauce, vanilla flavor, brown sugar, puree and mix 1 minute low & 1 minutes high, 2nd add white sugar 1 minutes low & 2 minutes high, 3rd add eggs and 2 minutes low & 3 minutes high, 4th add all dry ingredients, flour, baking powder, yeast & salt mix 2 minutes low & 1minute high, 5th add 20 lbs. water mix3 minutes low, 6th add the balance of water and oil mix 3 minutes low & 2 minutes high, 7th add oats 1 minute low & 6 minutes high, 8th add chocolate chip drops and mix 1 minute low.

**Bake:** 25 to 30 minutes  
**Temperature:** 350 degrees  
**05/29/14**
## Recipe #2

### Sweet Potato Muffins

Shelby County Board of Education  
Formula # 003

### Ingredients

<table>
<thead>
<tr>
<th>Ingredient</th>
<th>Measurements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flour (All Purpose)</td>
<td>46 lbs</td>
</tr>
<tr>
<td>Wheat Flour</td>
<td>48 lbs</td>
</tr>
<tr>
<td>Sugar</td>
<td>80 lbs</td>
</tr>
<tr>
<td>Margarine</td>
<td>32 lbs</td>
</tr>
<tr>
<td>Eggs</td>
<td>16 lbs</td>
</tr>
<tr>
<td>Baking Soda</td>
<td>5 lbs</td>
</tr>
<tr>
<td>Nutmeg</td>
<td>1 lb</td>
</tr>
<tr>
<td>Salt</td>
<td>.25 lb</td>
</tr>
<tr>
<td>Dry Milk</td>
<td>9 lbs</td>
</tr>
<tr>
<td>Sweet Potatoes (Fresh)</td>
<td>60 lbs</td>
</tr>
<tr>
<td>Yeast</td>
<td>3 lbs</td>
</tr>
<tr>
<td>Vanilla flavor</td>
<td>4 lbs</td>
</tr>
</tbody>
</table>

### Measurements

- **Yield**: 3.6 ounces  
- **1200**

1. Mix Margarine 2 minutes low & 2 minutes high,  
2. Add sweet potatoes & sugar mix 2 minutes low & 2 minutes high,  
3. Add eggs & flavor mix 1 minutes low & 2 minutes high,  
4. Add flour, baking soda, nutmeg, salt, milk & yeast mix 2 minutes low & 3 minutes high,  
5. Add water mix 1 minute low & 4 minutes high.

### Bake:

- 25 to 30 minutes

### Temperature:

- 350 degrees

10/03/13
Recipe #3

Blueberry Muffin
Shelby County Board of Education
Healthy Choice All Purpose
Flour Blend 60/40/CK35

<table>
<thead>
<tr>
<th>Ingredients</th>
<th>Measurements</th>
</tr>
</thead>
<tbody>
<tr>
<td>60/40 Flour (Blend)</td>
<td>80.0 lbs</td>
</tr>
<tr>
<td>Sugar</td>
<td>55.0 lbs</td>
</tr>
<tr>
<td>Baking Powder</td>
<td>4.0 lbs</td>
</tr>
<tr>
<td>Salt</td>
<td>0.5 lb</td>
</tr>
<tr>
<td>Non Fat Dry Milk</td>
<td>8.5 lbs</td>
</tr>
<tr>
<td>Liquid Eggs</td>
<td>16.5 lbs</td>
</tr>
<tr>
<td>Vanilla flavor</td>
<td>2.0 lbs</td>
</tr>
<tr>
<td>Vegetable Oil</td>
<td>30.0 lbs</td>
</tr>
<tr>
<td>Honey</td>
<td>5.0 lbs</td>
</tr>
<tr>
<td>Yeast</td>
<td>5.0 lbs</td>
</tr>
<tr>
<td>Water (Variable)</td>
<td>60.0 lbs</td>
</tr>
<tr>
<td>Apple Sauce (Un-Sweet)</td>
<td>12.0 lbs</td>
</tr>
<tr>
<td>Blueberries (whole)</td>
<td>35.0 lbs.</td>
</tr>
</tbody>
</table>

Yield 3.6 ounces 1056

Directions:

1st add flour, sugar, baking powder, salt, dry milk & ½ of water to bowl & mix 3 minutes on low speed, 2nd Add eggs, vanilla flavor & balance water to bowl mix on low speed for 2 minutes & high speed 4 minutes, 3rd add oil & honey mix low speed 3 minutes & 5 minutes on high speed, 4th add blueberries & mix on low speed for 3 minutes & 2 minutes high.

Bake: 25 to 30 minutes

Temperature: 350 degrees

04/08/14
Recipe #4

Savory Sausage, Cheese and Oat Muffins
Shelby County Board of Education

INGREDIENTS

10-1/2 cups all-purpose flour

6-1/4 cups old-fashioned oats

1/3 cup and 1 teaspoon baking powder

2 tablespoons and 2-1/4 teaspoons baking soda

1 tablespoon and 1-1/4 teaspoons salt

2 tablespoons and 2-1/4 teaspoons garlic powder

2 tablespoons and 2-1/4 teaspoons onion powder

2-3/4 cups reduced-calorie margarine, melted

4 cups and 2 tablespoons egg substitute

8-1/3 cups nonfat buttermilk

25 meatless breakfast patties, cooked and crumbled

1/3 cup and 1 teaspoon grated Parmesan cheese

DIRECTIONS:

Yield: 100 muffins

1. Preheat the oven to 400 degrees F (200 degrees C). Line muffin pans with paper liners.

2. In a large bowl, stir together the flour, oats, baking powder, baking soda, salt, garlic powder, and onion powder. In a separate bowl, mix together the melted margarine, egg substitute, and buttermilk. Add the wet ingredients to the dry, and mix until just blended. Fold in the crumbled patties and Parmesan cheese. Spoon into the prepared muffin cups.

3. Bake for 8 to 12 minutes in the preheated oven, or until the top springs back when lightly touched. Cool in muffin tins on a wire rack.