

SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES

3176 Jackson Avenue □ Memphis, Tennessee 38112-4892 □ Phone (901) 416-2372

(This bid will not be accepted electronically or by facsimile. All bids must be mailed to the above address.)

INVITATION FOR BID

(NOT AN ORDER)

Please submit Bids on the item(s) listed below. The right is reserved to reject any or all Bids. If substitutions are offered, give full particulars. The Bid must be submitted no later than **January 5, 2022 @ 11:00 A.M. CST, 2021.**

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

**CHEMICAL REQUIREMENTS FOR THE 2021-2022 SCHOOL YEAR
NUTRITION SERVICES LOCATIONS**

The Shelby County Board of Education ("SCBE") is requesting bids for CHEMICAL REQUIREMENTS FOR THE 2021-2022 SCHOOL YEAR, as indicated in the attached specifications. Bids **MUST** be received by Shelby County Schools ("SCS" or "District) by the due date and time set forth above.

Questions or requests for clarification of technical issues and terms pertaining to this Bid must be submitted in writing via e-mail to taylor15@scsk12.org.

ISSUED BY: MARY TAYLOR

BID # 01052022

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

NAME OF FIRM

PHONE #

FAX #

ADDRESS

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

AUTHORIZED REPRESENTATIVE'S NAME

CHECK HERE IF YOU ARE A MINORITY VENDOR

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. To file a complaint of discrimination, write USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC. 20250-9410 or call (866) 632-9992 or (800) 877-8339 (TTY). USDA is an equal opportunity provider and employer."

"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."

PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Invitation for Bid (IFB) is soliciting bids for **CHEMICAL REQUIREMENTS FOR THE 2021-2022 SCHOOL YEAR.**

2.0 BACKGROUND

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

3.0 SCOPE OF WORK

SCBE requests bids for Chemical Requirements for the 2021-2022 School Year. The specifications are contained in the Invitation for Bid. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

4.0 NON-EXCLUSIVE

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

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

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

2.0 TERM OF AGREEMENT

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

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

Upon satisfactory service and by mutual agreement, SCBE reserves the right to renew the contract. The term of renewal shall not exceed two additional terms of one (1) year each based on approval of funding. If the option to renew is exercised, the agreement will continue under the same terms and conditions set forth herein.

3.0 PRE-BID MEETING (N/A)

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN December 21, 2021 @ 11:00 a.m., CST**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on SCBE website <http://www.scsk12.org/procurement/bids>. Please do not submit question in PDF format.

Bid Posted	12/16/2021
Bid Advertised	12/16/2021
Questions Due	12/21/2021
Addendum Posted	12/22/2021
Bids Opens	01/05/2022

5.0 POINT OF CONTACT

Mary Taylor, Senior Buyer
Procurement Office
E-mail: taylor15@scsk12.org

6.0 CONTRACT MONITOR / SCBE SUPERVISION

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

7.0 CONTRACT TYPE

The contract resulting from this solicitation will be a Fixed Price.

8.0 PAYMENT TERMS

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

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

9.0 INVITATION FOR BID (IFB) REVISIONS

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

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, bids must be received in the Procurement Office no later than **January 5, 2022 @ 11:00 a.m. CST, 3176 Jackson Avenue Memphis, TN 38112**. Vendors mailing bids shall allow sufficient carrier delivery time to ensure timely receipt of their bid in the Office of Purchasing prior to the deadline. Any bid received in the Purchasing Office after the submission deadline, no matter what the reason, will be returned unopened. **Bid responses delivered to any other location shall not constitute delivery to the Procurement Office address listed above.**

11.0 BID OPENING

SCBE shall receive sealed bids until the bid due date indicated on the bid front cover sheet. Bid tabulations will be posted to the Shelby County Board of Education's (SCBE) Web site at www.scsk12.org once completed. SCBE shall then review all responses and analyze the results of the bidding process. A final recommendation shall be prepared for review and approval by the Procurement Director. Upon acceptance and approval of the bid(s) by the Procurement Director, the Director may grant its approval subject to such conditions as it may deem appropriate.

All bids shall be publicly opened at the Procurement Office, 3176 Jackson Avenue, Memphis, TN 38112 on the date specified on the bid. In the event of inclement weather on the due date of a bid and SCBE is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

12.0 DURATION OF BID

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

13.0 E- COMMERCE

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

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

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

14.0 INSURANCE

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

15.0 LIQUIDATED DAMAGES (N/A)

16.0 CRIMINAL BACKGROUND CHECK / PHOTO IDENTIFICATION BADGE

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

The cost of fingerprinting, conducting the criminal records check, and obtaining a Shelby County Schools identification badge will be the sole responsibility of the Vendor for each of the Vendor's employees, subcontractors, or representatives. The Shelby County Schools identification badge shall be worn at all times by each of the Vendor's employees, subcontractors, or representatives at shirt pocket height while on Shelby County Schools' property. For more information regarding fingerprinting, conducting the criminal records check, and obtaining a Shelby County Schools identification badge, please contact 901-416-4720.

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

17.0 COMPLIANCE WITH LAWS

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

18.0 BONDING – Please see “PART IV: SCOPE OF SERVICES”

19.0 TERMS AND CONDITIONS

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

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

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

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

20.0 BASIS OF AWARD

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

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

20.1 OPTION TO RENEW CONTRACT PERIOD

- A. Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF SHELBY COUNTY reserves the right to renew the contract. The term of renewal shall not exceed **two additional terms of one (1) year each**.
- B. SCBE expects all vendors to provide year-over-year cost reductions recommendations.
- C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor / producer / processor / manufacturer experience a decrease in costs associated with the execution of the contract.
- D. Price adjustments from the contractor / producer / processor / manufacturer for any / all items may be considered at renewal based on the Producer Price Index / Consumer Price Index. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least sixty (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- E. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price

below those quoted within the contract, the lowest discounted prices shall be offered to Shelby County Schools.

21.0 RESOLUTION FOR PROTEST AND DISPUTES

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

A. RIGHT TO PROTEST

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

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

B. APPEAL OF CONTRACT AWARD DECISION

1. The Procurement Director shall issue a decision in writing. Any decision of an award protest may be appealed to the CBO within seven (7) days of issuance of the decision by the Procurement Director.
2. Any decision of an award protest may be appealed to the Superintendent within seven (7) days of issuance of the decision by the Chief of Business Operations.

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3. The Superintendent will evaluate the issues involved and render a decision. The decision of the Superintendent is final.

PART III: BID SUBMISSION REQUIREMENTS

1.0 GENERAL FORMAT

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

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

**PART IV
SCOPE OF SERVICES
CHEMICAL REQUIREMENTS FOR THE 2021-2022 SCHOOL YEAR**

Bid Conditions:

1. Shelby County Board of Education requests that the successful bidder provide detergent, rinse, and sanitizing agents to all schools on the attached list, including dispensers / injectors, for the various types of dish machines within the school system at the represented estimates for the 2021-2022 school year.
2. The successful bidder will be required to furnish, install and maintain automatic dispensers / injectors in each of the approximate 196 school cafeterias at no extra charge to Shelby County Board of Education. These dispensers will remain the property of the successful bidder. All school employees are expected to exercise all reasonable care in the use of these units, however, Shelby County Board of Education assumes no liability whatsoever in the loss, damage or destruction to the dispensers.
3. The successful bidder will be required to sign a formal contract with the Board of Education and furnish an ***ACCEPTABLE LEGAL SURETY COMPANY'S PERFORMANCE BOND*** in the amount of one hundred percent (100%) of the total bid amount to insure the faithful completion of the work and / or services in the time and manner prescribed, and to save, indemnify and keep harmless the Board against any loss. A properly executed contract and performance bond must be received by the Shelby County Board of Education within ten (10) days after notification of the bid award.
4. The successful bidder will provide scheduled maintenance checks / scheduled service calls at least every six (6) weeks during the school year and in addition, on site emergency service all within 24 hours of the call. As a minimum, the service technicians, during the maintenance checks, are to advise the respective Nutrition Services Managers of the dish machine operation; check all equipment; include on the service report any defective parts and / or electrical cords; measure the concentration of the compounds; make necessary adjustments; and prepare written service reports to be left with the respective manager and a copy forwarded to the Equipment Operations Manager.
5. The successful bidder will deliver and maintain no more than a four (4) week supply of chemicals in a cafeteria at any given time.
6. The successful bidder agrees to pick up any unopened chemicals and / or products prior to school closing and issue credit.
7. The bid will be awarded to the lowest total bidder for all items as listed. Bid pricing is to be fixed for the 2021-2022 school year. Shelby County Board of Education reserves the right to renew this contract by mutual agreement with the successful bidder for the **2022-2023** and **2023-2024** school years provided the products and services are satisfactory, as determined by the Director of Nutrition Services. Bidders are also required to submit prices for the 2022-2023 and 2022-2023 school years.

8. All equipment must be provided with provisions for grounding. **THE WATER SUPPLY TO EACH DISH MACHINE AT EACH SCHOOL LOCATION MUST BE PROTECTED BY A BACKFLOW PREVENTER.** All connections and / or work must meet and conform to all applicable codes. It is the responsibility of the successful bidder to apply for all required permits, install and have inspected an approved anti-siphon device on all dish machines at all schools / locations before this equipment can be placed in operation.
9. The successful bidder must provide an office contact person and telephone number where service calls and orders can be placed. An adequate inventory of detergent, rinse and sanitizing agents must be maintained. Schools must be able to receive shipment at the schools site within 24 hours of the nutrition manager's request for product.

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

10. Bid will be awarded on an "all or none" basis.
11. Prices will be effective upon contract execution and continue for a period of one (1) year. Upon mutual agreement of both parties, the contract may be renewed for up to two (2) additional one-year periods based on the bid prices submitted for Year two and Year three.
12. The following types of insurance are required, and proof of insurance must be furnished with the contract:
 - a. Comprehensive General Liability, including product liability, with respect to losses or injuries resulting from defects in purchased goods.
 - b. Automobile Insurance.

[See "Appendix D - Certificate of Insurance Coverage" for insurance requirements.]

13. The contractor / company is required to allow access by duly authorized representatives of the School Food Authority, State Agency, United States Department of Agriculture, or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts.
14. **RECORDS:** All vendors are required to keep records for three (3) years after Shelby County Board of Education has made final payment and all other pending matters are closed. Vendors must agree that each School Food Authority, the State Agency, the United States Department of Agriculture, or the Comptroller General may review any books, documents, papers, and records of the vendor which are directly pertinent to all negotiated contracts.
15. **Qualifying as a Bidder:** Bids will only be considered from firms which have been engaged in the business of manufacturing or distributing quality goods and / or services as described in this bid. The vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, and is a fully equipped, well established company in line with the best business practices in the industry. The vendor shall have a HACCP program in place or documentation of

manufacturing practices that follow food safety compliance. The District reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications as it may deem necessary in making the award in the best interest of the District.

16. Shelby County Board of Education adheres to strict laws, rules, and ethical practices when purchasing goods and services. SCBE Procurement Services subscribes to the standards set forth by the National Association of Purchasing Management and the National Institute of Governmental Purchasing. Ethics in SCBE Procurement promote efficiency and honesty in the Purchasing function; create a business atmosphere where honesty and integrity prevail; portray a wholesome approach to conducting business transactions in order to dispel negative views; discourage attempts by suppliers to engage in unacceptable conduct; provide a guide for good business conduct for any Procurement officer.
17. Hold Harmless Clause: The bidder / manufacturer shall hold harmless and indemnify Shelby County Board of Education, from every claim, demand, suit and award which may be made by reason of:
 - a. Any injury to person or property sustained by the supplier or by any person, manufacturer or corporation employed directly or indirectly by him / her upon, or in connection with, his / her performance under the contract, however caused;
 - b. Any injury to person or property sustained by any person, manufacturer, or corporation caused by any act, neglect, default, or omission of the supplier or any person, manufacturer or corporation directly or indirectly employed by him / her upon, or in connection with, his / her performance under the contract;
 - c. Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or unpatented invention in the performance of the services called for under the contract; and
 - d. The bidder / manufacturer, at his / her own expense and risk, shall defend any legal proceeding that may be brought against Shelby County Board of Education on any such claim or demand, and satisfy any judgment that may be rendered against any of them.
18. Taxes: Purchases made under provisions of any contract established as a result of this invitation is exempt from federal, state and local taxes. Bidders should quote prices which do not include taxes.
19. Line Item Corrections: All prices and quotations should be shown in ink or typewritten. The use of correction fluid or erasures to correct line item bid prices and / or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator.
20. Specifications: All items offered must be in accordance with specifications. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirement of the Occupational Safety and Health Act (OSHA). When applicable, delivered items must be accompanied by the Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than what was specified in the bid, then the Bidder must state the deviation.

Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery.

21. Ability to Deliver Product: Quote prices only if merchandise can be processed and delivered within the requested bid period. Each item bid shall be considered binding. Shelby County Board of Education shall work with the vendor to determine a delivery schedule prior to school opening. The schedule for delivery is expected to be for the convenience and efficiency of the school system.
22. Default: Shelby County Board of Education may, by written notice of default to the awarded vendor, terminate the whole or any part of their order under this agreement. Contract default shall make the vendor liable for any differences in cost between agreed price and price paid to an alternate Manufacturer, including expenses incurred to make alternate purchases. Should Shelby County Board of Education bring suit against the defaulter and prevail in such action, defaulter shall pay all reasonable attorney fees and other expenses for such litigation. Acts of God and similar causes not under the control of the manufacturer will be considered exempt from this default provision. This is intended only as a last recourse and not as a deterrent to bidders.
23. Warranty: The bidder / manufacturer agrees that all items furnished under this Bid Agreement shall be covered by the most favorable warranties the manufacturer provides any customer for such items, and that the rights and remedies provided therein are in addition to any other provision of this Bid Agreement.
24. Assignment of Bid Agreement: The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the obligation to perform this Bid Agreement or any rights accruing there under, or any power to execute the same without prior consent in writing from Shelby County Board of Education. Notice is hereby given that Shelby County Board of Education will not honor any assignment made by the bidder / manufacturer unless consent in writing, as indicated above, has been given.
25. Product Recall: Vendor(s) awarded contract(s) under this solicitation shall be required to notify Shelby County Board of Education of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Director of Nutrition Services within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the District and for removal from the District's approved vendor list(s).
26. Protest of Bid Awards: Disputes arising from the award of this bid must be submitted in writing to the Director of Procurement Services, Shelby County Schools, 160 South Hollywood Avenue, Memphis, TN 38112 no later than 7 business days after bid award. As required, Shelby County Schools will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution include:
 - a. A meeting with Shelby County Schools' representatives and the disputing party to discuss and resolve the complaint.
 - b. If the complaint cannot be resolved following the meeting, a meeting will be scheduled with the legal counsels of both parties.
 - c. No purchases will be made from bid in question as long as there are unresolved disputes or protests.
 - d. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.

e. If consensus and resolution cannot be attained, further legal steps will be investigated.

27. Penalties for Non-Compliance: Should any vendor fail to complete delivery or meet delivery date(s); fail to supply products as specified; and or fail to supply the quality that the samples represented, then the Board of Education reserves the right to purchase in the open market at prevailing prices a quality equal to or better than specified and in the quantity needed to complete the bid. The vendor agrees to pay for any difference in purchase cost between original bid and replacement bid. This is a part of the Shelby County Board of Education contract. Poor vendor performance may result in removal from the eligible vendor's list for a period of one (1) year.
28. Contract Termination: Shelby County Board of Education reserves the right to terminate all or any part of this contract prior to expiration with written notice. Termination may result from default, for delay or nonperformance by the vendor. The District also reserves the right to terminate if it is deemed in the best interest of Shelby County Board of Education.
29. Regulation Compliance: All agreements awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented in Department of Labor regulations (41CFR, Part 60).

All agreements over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738.

Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94- 165).

A Certificate of Lobbying for agreements over \$100,000.00 must be submitted as well as a Debarment / Suspension Certificate for all agreements over \$25,000.00.

Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210.21-14.

The bidder hereby acknowledges that it is aware of the provisions of Tennessee Code Annotated §49-5-413 requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of criminal offenses cited in the statute from working on a school campus during such times unless an exemption exists under the statute. The bidder hereby certifies that it has, and will, at all times during the Term, comply with the provisions of this statute and will provide to SCS, upon request, proof of its compliance with this provision. A default by the bidder of this provision shall be automatic grounds for termination.

Specific Conditions:

1. Enclosed is a list of schools and facilities with addresses where it is anticipated that the above service will be required. Some schools may be added or deleted during the school year.
2. The successful bidder will coordinate work schedules (removing and installing dispensers / injectors); maintenance checks / scheduled service calls; written service reports; and invoicing on a per school basis with the Nutrition Services Equipment Operations Manager.
3. The successful bidder will coordinate with local company representatives where dispensers / injectors must be removed and replaced with a different type. Maximum care is to be exercised to protect the dish machine and the dispensers / injectors. All dispensers / injectors must be installed at all schools and all dish machines must be operational no later than 10 business days after execution of the contract.
4. Quantities are estimates and will be used for bid evaluation purposes only.
5. It will be considered that eight pounds will be the equivalent to one (1) gallon.
6. A price must be provided for each item.
7. Indicate **gallon** price.
8. For questions concerning this bid, please contact Mary Taylor, Senior Buyer, at taylor15@scsk12.org at 901-416-2372.

PART V BID FORM

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

“In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA”.

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

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) E-mail: program.intake@usda.gov.

This institution is an equal opportunity provider.

VENDORS: Please complete the following form.

Shelby County Board of Education has two types of dish machines: High Temperature dish machines and Low Temperature (Chemical) dish machines.

The successful bidder must comply with the attached conditions regarding testing strips and concentration levels of chlorine in the sanitizer.

DETERGENT: The dishwasher detergent shall be high caustic liquid detergent for effective cleansing of heavily soiled dishes in dish machine. Must be USDA approved. Liquid detergent must be packaged in a high quality, stackable plastic 5 gallon pail. Liquid chemical to use _____ oz. / 10 gallons of water.

RINSE AGENT: Shall be fast-drying, non-sudsing machine rinse additive designed for low temp dish machines. Product shall be uniform liquid composed of synthetic surface active agents and foam inhibitors acceptable to U.S.P.H.S. as a rinse additive, which when properly proportioned and mixed in the final rinse of the dish washing machine will accomplish faster drying, reduce water spotting, prevent the buildup of lime and eliminate further drying operations. Product shall cause a complete run-off of water in 20-30 seconds from average ware when used in concentration of 50-200PPM. PH maximum shall be 8.5 for a 1% solution. This item is to be a non-foaming concentrated drying agent for use through the final rinse of a spray type dish washing machine. The compound shall reduce spotting and streaking. The rinse additive should contain no alcohol. The additive must be biodegradable. Rinse agent shall contain a minimum of 2% solids. Dilution Ratio: _____per gallon. Number of gallons of usable product which can be made from 1 gallon of concentrate?_____

SANITIZING SOLUTION: Solution shall be a Sodium Hypo Chlorite Solution used as a sanitizer and destainer for low-temp machine. EPA and USDA approved. To be used only through precise electronic dispensing into the dish machine during the final rinse cycle of the low temperature machines. Dilution Ratio: _____per gallon.

- *Chlorine strips for testing the levels of chlorine in the sanitizer must be provided to each cafeteria at no extra charge.*
- *The sanitizer must contain 50 to 100 ppm of chlorine.*

PRICING GUIDE

HIGH TEMP. DISHMACHINES

2021-2022 School Year

Total

**Unit Price
(Price / Gallon)**

- 1. **Detergent**
 - A. Estimate 6,000 gallons \$ _____ \$ _____
 - B. Type of packaging _____
 - C. Brand Name _____
- 2. **Rinse**
 - A. Estimate 1,500 gallons \$ _____ \$ _____
 - B. Type of packaging _____
 - C. Brand Name _____

LOW WATER TEMPERATURE DISHMACHINES

- 1. **Detergent**
 - A. Estimate 1,900 gallons \$ _____ \$ _____
 - B. Type of packaging _____
 - C. Brand Name _____
- 2. **Rinse**
 - A. Estimate 700 gallons \$ _____ \$ _____
 - B. Type of packaging _____
 - C. Brand Name _____
- 1. ***Sanitizer**
 - A. Estimated 1,700 gallons \$ _____ \$ _____
 - B. Type of packaging _____
 - C. Brand Name _____
 - D. Chemical Composition
of Ingredients _____

Sub-Total \$ _____

Cost of Performance Bond \$ _____

TOTAL OF ALL ITEMS \$ _____

2021-2022 SCHOOL YEAR

PRICING GUIDE

2022-2023 School Year

Total

HIGH TEMP. DISHMACHINES

**Unit Price
(Price / Gallon)**

1. **Detergent**

A. Estimate 6,000 gallons \$ _____ \$ _____

B. Type of packaging _____

C. Brand Name _____

2. **Rinse**

A. Estimate 1,500 gallons \$ _____ \$ _____

B. Type of packaging _____

C. Brand Name _____

LOW WATER TEMPERATURE DISHMACHINES

1. **Detergent**

A. Estimate 1,900 gallons \$ _____ \$ _____

B. Type of packaging _____

C. Brand Name _____

2. **Rinse**

A. Estimate 700 gallons \$ _____ \$ _____

B. Type of packaging _____

C. Brand Name _____

1. ***Sanitizer**

A. Estimated 1,700 gallons \$ _____ \$ _____

B. Type of packaging _____

C. Brand Name _____

D. Chemical Composition
of Ingredients

Sub-Total \$ _____

Cost of Performance Bond \$ _____

TOTAL OF ALL ITEMS \$ _____

2022-2023 SCHOOL YEAR

PRICING GUIDE

2023-2024 School Year

HIGH TEMP. DISHMACHINES

Total

**Unit Price
(Price / Gallon)**

1. **Detergent**

A. Estimate 6,000 gallons \$ _____ \$ _____

B. Type of packaging _____

C. Brand Name _____

2. **Rinse**

A. Estimate 1,500 gallons \$ _____ \$ _____

B. Type of packaging _____

C. Brand Name _____

LOW WATER TEMPERATURE DISHMACHINES

1. **Detergent**

A. Estimate 1,900 gallons \$ _____ \$ _____

B. Type of packaging _____

C. Brand Name _____

2. **Rinse**

A. Estimate 700 gallons \$ _____ \$ _____

B. Type of packaging _____

C. Brand Name _____

1. ***Sanitizer**

A. Estimated 1,700 gallons \$ _____ \$ _____

B. Type of packaging _____

C. Brand Name _____

D. Chemical Composition
of Ingredients

Sub-Total \$ _____

Cost of Performance Bond \$ _____

TOTAL OF ALL ITEMS \$ _____

2023-2024 SCHOOL YEAR

2021-2022
Detergents, Rinse and Sanitizing Agents
List of Schools

A. MACEO WALKER MIDD	1900 E RAINES RD	MEMPHIS	TN	38116-6027
A.B. HILL ELEM	1372 LATHAM ST	MEMPHIS	TN	38106-4425
ADMINISTRATIVE CAFETERIA	2597 AVERY AVE	MEMPHIS	TN	38112-4818
AIRWAYS MIDDLE	2601 KETCHUM RD	MEMPHIS	TN	38114-6288
ALCY ELEM	1750 E ALCY RD	MEMPHIS	TN	38114-5809
ALTON ELEMENTARY	2020 ALTON AVE	MEMPHIS	TN	38106-7224
AMERICAN WAY MIDDLE	3805 AMERICAN WAY	MEMPHIS	TN	38118-1870
AVON LENOX SCHL	310 AVON RD	MEMPHIS	TN	38117-1806
B.T. WASHINGTON HIGH	715 S LAUDERDALE ST	MEMPHIS	TN	38126-3910
BALMORAL RIDGEWAY	5905 GROSVENOR AVE	MEMPHIS	TN	38119-7923
BARRET'S ELEMENTARY	10280 GODWIN RD	ARLINGTON	TN	38002
BELLE FOREST COMMUNITY SCHOOL	BELLE FOREST DRIVE	MEMPHIS	TN	38115-5020
BELLEVUE JUNIOR HIGH	575 S BELLEVUE BLVD	MEMPHIS	TN	38104-4528
BERCLAIR ELEM	810 N PERKINS RD	MEMPHIS	TN	38122-5444
BETHEL GROVE ELEM	2459 ARLINGTON AVE	MEMPHIS	TN	38114-4221
BOLTON HIGH	7323 BRUNSWICK RD	ARLINGTON	TN	38002
BROOKMEADE ELEM	3777 EDENBURG DR	MEMPHIS	TN	38127-4717
BROWNSVILLE ROAD	5292 BANBURY AVE	MEMPHIS	TN	38135-8262
BRUCE ELEM	1206 CARR AVE	MEMPHIS	TN	38104-4541
CALDWELL ELEM SCHL	230 HENRY AVE	MEMPHIS	TN	38107-2483
CAMPUS SCHOOL	UNIV OF MEMPHIS	MEMPHIS	TN	38152-0001
CARNES ELEM	943 JW WILLIAMS LN	MEMPHIS	TN	38105-3108
CARVER HIGH	1591 PENNSYLVANIA ST	MEMPHIS	TN	38109-1630
CENTRAL HIGH	306 S BELLEVUE BLVD	MEMPHIS	TN	38104-3535
CHARJEAN ELEM	2140 CHARJEAN RD	MEMPHIS	TN	38114-5305
CHEROKEE ELEM	3061 KIMBALL AVE	MEMPHIS	TN	38114-4011
CHICKASAW MIDDLE	4060 WESTMONT RD	MEMPHIS	TN	38109-4269
CHIMNEYROCK	8601 CHIMNEYROCK BLVD	CORDOVA	TN	38016-5216
COLEMAN ELEM	3210 RALEIGH MILLINGTON RD	MEMPHIS	TN	38128-3395
COLONIAL MIDDLE	4778 SEA ISLE RD	MEMPHIS	TN	38117-6636
CORDOVA ELEM	750 N SANGA RD	CORDOVA	TN	38018-6534
CORDOVA HIGH	1800 BERRYHILL RD	CORDOVA	TN	38016-5310
CORDOVA MIDDLE	900 N SANGA RD	CORDOVA	TN	38018-6562
CORNING ELEM	1662 DABBS AVE	MEMPHIS	TN	38127-4309
CORO LAKE ELEM	1560 DREW RD	MEMPHIS	TN	38109-6127
CORRY MIDDLE	2230 CORRY RD	MEMPHIS	TN	38106-7814
CRAIGMONT HIGH	3333 COVINGTON PIKE	MEMPHIS	TN	38128-3902
CRAIGMONT MIDDLE	3455 COVINGTON PIKE	MEMPHIS	TN	38128-3902
CROMWELL ELEM	4989 CROMWELL AVE	MEMPHIS	TN	38118-5544
CRUMP ELEM	4495 CRUMP RD	MEMPHIS	TN	38141-7603
CUMMINGS ELEM	1037 CUMMINGS ST	MEMPHIS	TN	38106-2209
CYPRESS MIDDLE	2109 HOWELL AVE	MEMPHIS	TN	38108-2264
DELANO ELEM	1716 DELANO AVE	MEMPHIS	TN	38127-8699
DENVER ELEM	499 UNIVERSITY CTR	MEMPHIS	TN	38152-3460
DEXTER ELEMENTARY	7105 DEXTER ROAD	CORDOVA	TN	38016
DEXTER MIDDLE	6998 E. RALEIGH LAGRANGE ROAD	CORDOVA	TN	38018
DOUBLE TREE ELEM	4560 DOUBLE TREE RD	MEMPHIS	TN	38109-4887
DOUGLAS HIGH SCHOOL	3200 MOUNT OLIVE RD	MEMPHIS	TN	38108-1939
DOUGLASS ELEM	1650 ASH ST	MEMPHIS	TN	38108-1929
DOWNTOWN ELEM	10 N 4TH ST	MEMPHIS	TN	38103-2712
DR. W. H. BREWSTER E	2605 SAM COOPER BLVD	MEMPHIS	TN	38112-2707
DUNBAR	2606 SELECT AVE	MEMPHIS	TN	38114-3202
E.E. JETER ELEMENTARY	7662 BENJESTOWN ROAD	MILLINGTON	TN	38053
EAST HIGH	3206 POPLAR AVE	MEMPHIS	TN	38111-3502
EGYPT ELEM	4160 KAREN CV	MEMPHIS	TN	38128-2210
EVANS ELEM	4949 COTTONWOOD RD	MEMPHIS	TN	38118-2606
FAIRLEY ELEM	4950 FAIRLEY RD	MEMPHIS	TN	38109-7375
FAIRLEY HIGH	4950 FAIRLEY RD	MEMPHIS	TN	38109-7375
FAIRVIEW MIDDLE	750 E PARKWAY S	MEMPHIS	TN	38104-5556
FLORIDA KANSAS ELEM	70 W OLIVE AVE	MEMPHIS	TN	38106-4033

FORD ROAD ELEM	3336 FORD RD	MEMPHIS	TN	38109-3230
FOX MEADOWS ELEM	2960 EMERALD ST	MEMPHIS	TN	38115-2305
FRAYSER ELEM	1602 DELLWOOD AVE	MEMPHIS	TN	38127-7265
FRAYSER HIGH	1530 DELLWOOD AVE	MEMPHIS	TN	38127-7265
GARDENVIEW ELEM	4075 HARTZ DR	MEMPHIS	TN	38116-6018
GEETER MIDDLE	4649 HORN LAKE RD	MEMPHIS	TN	38109-5737
GEORGIA AVENUE ELEM	690 MISSISSIPPI BLVD	MEMPHIS	TN	38126-3902
GEORGIAN HILLS ELEM	3930 LEWEIR ST	MEMPHIS	TN	38127-3925
GEORGIAN HILLS MIDDLE	3925 DENVER ST	MEMPHIS	TN	38127-4001
GERMANSHIRE ELEM	3965 S GERMANTOWN RD	MEMPHIS	TN	38125-2015
GERMANTOWN HIGH	7653 OLD POPLAR PIKE	GERMANTOWN	TN	38138
GERMANTOWN ELEM	2730 CROSS COUNTRY	GERMANTOWN	TN	38138
GERMANTOWN MIDDLE	7925 C.D. SMITH ROAD	GERMANTOWN	TN	38138
GETWELL ELEM	2795 GETWELL RD	MEMPHIS	TN	38118-1849
GOODLETT ELEM	3001 S GOODLETT ST	MEMPHIS	TN	38118-2930
GORDON ELEM	780 DECATUR	MEMPHIS	TN	38107-2708
GRACELAND ELEM	3866 PATTE ANN DR	MEMPHIS	TN	38116-5226
GRAHAMWOOD ELEM	3950 SUMMER AVE	MEMPHIS	TN	38122-5210
GRANDVIEW HEIGHTS EL	2342 CLIFTON AVE	MEMPHIS	TN	38127-8259
GRAVES ELEM	3398 GRAVES RD	MEMPHIS	TN	38116-3020
GUTHRIE ELEM	951 CHELSEA AVE	MEMPHIS	TN	38107-2034
HAMILTON ELEM	1378 ETHLYN AVE	MEMPHIS	TN	38106-6004
HAMILTON HIGH	1363 E PERSON AVE	MEMPHIS	TN	38106-6906
HAMILTON MIDDLE	1478 WILSON ST	MEMPHIS	TN	38106-5036
HANLEY ELEM	680 HANLEY ST	MEMPHIS	TN	38114-2534
HAVENVIEW MIDDLE	1481 HESTER RD	MEMPHIS	TN	38116-8401
HAWKINS MILL ELEM	4295 MOUNTAIN TERRACE ST	MEMPHIS	TN	38127-3530
HICKORY RIDGE ELEM	3890 HICKORY HILL RD	MEMPHIS	TN	38115-5020
HICKORY RIDGE MIDDLE	3920 RIDGEWAY RD	MEMPHIS	TN	38115-6428
HIGHLAND OAKS ELEM.	5252 ANNANDALE DRIVE	MEMPHIS	TN	38125
HIGHLAND OAKS MIDDLE	5600 MEADOW BRIAR	MEMPHIS	TN	38125
HILLCREST HIGH	4184 GRACELAND DR	MEMPHIS	TN	38116-2622
HOLLYWOOD SUCCESS	1346 BRYAN ST	MEMPHIS	TN	38108-2401
HOLMES ROAD ELEM	1083 E HOLMES RD	MEMPHIS	TN	38116-8245
HUMES MIDDLE	659 N MANASSAS ST	MEMPHIS	TN	38107-3902
IDLEWILD ELEM	1950 LINDEN AVE	MEMPHIS	TN	38104-4035
JACKSON ELEM	3925 WALES AVE	MEMPHIS	TN	38108-2177
JOHN P. FREEMAN	5250 TULANE RD	MEMPHIS	TN	38109-7510
KATE BOND ELEMENTARY	2727 KATE BOND RD	MEMPHIS	TN	38133-8140
KATE BOND MIDDLE	2737 KATE BOND RD	MEMPHIS	TN	38133-8140
KEYSTONE ELEM	4301 OLD ALLEN RD	MEMPHIS	TN	38128-1729
KINGSBURY ELEM	4055 BAYLISS	MEMPHIS	TN	38122-1511
KINGSBURY HIGH	1270 N GRAHAM ST	MEMPHIS	TN	38122-1511
KIRBY HIGH	4080 KIRBY PKWY	MEMPHIS	TN	38115-6535
KIRBY MIDDLE	6670 E RAINES RD	MEMPHIS	TN	38115-6646
KLONDIKE ELEM	1250 VOLLINTINE AVE	MEMPHIS	TN	38107-2826
KNIGHT ROAD ELEM	3227 KNIGHT RD	MEMPHIS	TN	38118-4204
LAKEVIEW ELEM	5132 JONETTA ST	MEMPHIS	TN	38109-7061
LANIER MIDDLE	817 BROWNLEE RD	MEMPHIS	TN	38116-6207
LAROSE ELEM	851 S LAUDERDALE ST	MEMPHIS	TN	38126-4606
LESTER MIDDLE	320 CARPENTER ST	MEMPHIS	TN	38112-4002
LEVI ELEM	135 W LEVI RD	MEMPHIS	TN	38109-4509
LINCOLN ELEM	1566 S ORLEANS ST	MEMPHIS	TN	38106-5640
LONGVIEW MID SCHL	1895 S ORLEANS ST	MEMPHIS	TN	38106-7257
LOWRANCE ELEMENTARY	7740 LOWRANCE ROAD	MEMPHIS	TN	38125
LUCIE CAMPBELL ELEM	3232 BIRCHFIELD DR	MEMPHIS	TN	38127-6923
LUCY ELEMENTARY	269 AMHURST RD	MILLINGTON	TN	38053
MACON-HALL ELEMENTARY	9800 MACON ROAD	CORDOVA	TN	38016
MAGNOLIA ELEM	2061 LIVEWELL CIR	MEMPHIS	TN	38114-3552
MANASSAS HIGH	781 FIRESTONE AVE	MEMPHIS	TN	38107-1508
MANOR LAKE ELEM	4900 HORN LAKE RD	MEMPHIS	TN	38109-6600
MELROSE HIGH	2870 DEADRICK AVE	MEMPHIS	TN	38114-3323
MEM ACA FOR HEALTH SERV	3925 CHELSEA AVENUE EXT	MEMPHIS	TN	38108-2612
MESSICK CAREER & TECH CTR	703 S GREER ST	MEMPHIS	TN	38111-3115

MITCHELL HIGH	658 W MITCHELL RD	MEMPHIS	TN	38109-3643
MT. PISGAH MIDDLE	1444 PISGAH RD	CORDOVA	TN	38018
NEWBERRY ELEM	5540 NEWBERRY AVE	MEMPHIS	TN	38115-3521
NORRIS ELEM	1490 NORRIS RD	MEMPHIS	TN	38106-8255
NORTHEAST PREP ACADE	968 N MENDENHALL RD	MEMPHIS	TN	38122-1961
NORTHEAST ELEMENTARY	5157 N. CIRCLE RD	MEMPHIS	TN	38127
NORTHSIDE HIGH	1212 VOLLINTINE AVE	MEMPHIS	TN	38107-2826
NORTHWEST PREP ACADE	1266 POPLAR AVE	MEMPHIS	TN	38104-7269
OAK FOREST ELEM	744 NONCONNAH VIEW CV	MEMPHIS	TN	38119-9024
OAKHAVEN ELEM	3795 BISHOPS BRIDGE RD	MEMPHIS	TN	38118-5714
OAKHAVEN HIGH	3125 LADBROOK RD	MEMPHIS	TN	38118-8229
OAKSHIRE ELEM	1765 E HOLMES RD	MEMPHIS	TN	38116-9160
ORLEANS ELEM	1400 MCMILLAN ST	MEMPHIS	TN	38106-4514
OVERTON HIGH	1770 LANIER LN	MEMPHIS	TN	38117-7006
PEABODY ELEM	2086 YOUNG AVE	MEMPHIS	TN	38104-5645
RAINESHAVEN ELEM	430 IVAN RD	MEMPHIS	TN	38109-4651
RAINESWOOD RES TRAINING CTR	3232 E RAINES RD	MEMPHIS	TN	38118-6758
RALEIGH BARTLETT MEA	5195 TWIN WOODS AVE	MEMPHIS	TN	38134-5330
RALEIGH EGYPT HIGH	3970 VOLTAIRE AVE	MEMPHIS	TN	38128-2282
RALEIGH EGYPT MIDDLE	4215 ALICE ANN DR	MEMPHIS	TN	38128-2204
RICHLAND ELEM	5440 RICH RD	MEMPHIS	TN	38120-1941
RIDGEWAY HIGH	2009 RIDGEWAY RD	MEMPHIS	TN	38119-6306
RIDGEWAY MIDDLE	6333 QUINCE RD	MEMPHIS	TN	38119-7710
RIVERVIEW ELEM	260 JOUBERT AVE	MEMPHIS	TN	38109-1828
RIVERVIEW MIDDLE	241 MAJUBA AVE	MEMPHIS	TN	38109-1864
RIVERWOOD ELEM	6301 VILLAGE GROVE DR	MEMPHIS	TN	38115-8108
ROBERT R. CHURCH	4100 MILLBRANCH RD	MEMPHIS	TN	38116-5753
ROSS ELEM	4890 ROSS RD	MEMPHIS	TN	38141-8433
ROZELLE ELEM	993 ROLAND ST	MEMPHIS	TN	38114-1537
SCENIC HILLS ELEM	3450 SCENIC HWY	MEMPHIS	TN	38128-5350
SEA ISLE ELEM	5250 SEA ISLE RD	MEMPHIS	TN	38117-6833
SHADY GROVE ELEM	5360 SHADY GROVE RD	MEMPHIS	TN	38120-1941
SHANNON ELEM	2248 SHANNON AVE	MEMPHIS	TN	38108-1407
SHARPE ELEM	3431 SHARPE AVE	MEMPHIS	TN	38111-5017
SHEFFIELD ELEM	4290 CHUCK AVE	MEMPHIS	TN	38118-4005
SHEFFIELD HIGH	4315 SHEFFIELD AVE	MEMPHIS	TN	38118-2958
SHELBY OAKS ELEM	6053 SUMMER AVE	MEMPHIS	TN	38134-6703
SHERWOOD ELEM	3717 VANUYS RD	MEMPHIS	TN	38111-6537
SHERWOOD MIDDLE	3480 RHODES AVE	MEMPHIS	TN	38111-5533
SNOWDEN SCHOOL	1870 N PARKWAY	MEMPHIS	TN	38112-5018
SOUTH PARK ELEM	1736 GETWELL RD	MEMPHIS	TN	38111-7019
SOUTHSIDE LONGVIEW	1880 PROSPECT ST	MEMPHIS	TN	38106-6710
SOUTHWIND ELEMENTARY	8155 MEADOWVALE DR.	MEMPHIS	TN	38125
SOUTHWIND HIGH SCHOOL	7900 EAST SHELBY DRIVE	MEMPHIS	TN	38125
SPRING HILL ELEM	3796 FRAYSER RALEIGH RD	MEMPHIS	TN	38128-5235
SPRINGDALE ELEM	880 N HOLLYWOOD ST	MEMPHIS	TN	38108-3309
STAFFORD ALT HI SCH	1237 COLLEGE ST	MEMPHIS	TN	38106-3303
TECH. TRAINING CTR	2597 AVERY AVE	MEMPHIS	TN	38112-4818
TREADWELL ELEM	3538 GIVEN AVE	MEMPHIS	TN	38122-3334
TREADWELL MIDDLE	920 N HIGHLAND ST	MEMPHIS	TN	38122-3353
TREZEVANT HIGH	3350 N TREZEVANT ST	MEMPHIS	TN	38127-6899
VANCE MIDDLE	673 VANCE AVE	MEMPHIS	TN	38126-2307
VOLLENTINE ELEM	1682 VOLLINTINE AVE	MEMPHIS	TN	38107-3030
WELLS STATION ELEM	1610 WELLS STATION RD	MEMPHIS	TN	38108-3619
WESTHAVEN ELEM	4585 HODGE RD	MEMPHIS	TN	38109-5958
WESTSIDE ELEM	3347 DAWN DR	MEMPHIS	TN	38127-5910
WESTSIDE MIDDLE	3389 DAWN DR	MEMPHIS	TN	38127-5972
WESTWOOD ELEM	778 PARKROSE RD	MEMPHIS	TN	38109-5658
WESTWOOD HIGH	4480 WESTMONT RD	MEMPHIS	TN	38109-5646
WHITE STATION ELEM	4840 CHICKASAW RD	MEMPHIS	TN	38117-1902
WHITE STATION HIGH	514 S PERKINS RD	MEMPHIS	TN	38117-3942
WHITE STATION MIDDLE	5456 MASON RD	MEMPHIS	TN	38120-1712
WHITEHAVEN ELEM	4783 ELVIS PRESLEY BLVD	MEMPHIS	TN	38116-7769
WHITEHAVEN HIGH	4851 ELVIS PRESLEY BLVD	MEMPHIS	TN	38116-7745
WHITE'S CHAPEL ELEM	3966 SEWANEE RD	MEMPHIS	TN	38109-4000

WHITNEY ELEM	1219 WHITNEY AVE	MEMPHIS	TN	38127-7755
WILLOW OAKS ELEM	4417 WILLOW RD	MEMPHIS	TN	38117-6915
WINCHESTER ELEM	3587 BOEINGSHIRE DR	MEMPHIS	TN	38116-5012

WINRIDGE ELEM	3500 RIDGEWAY RD	MEMPHIS	TN	38115-4028
WOODDALE HIGH	5151 SCOTTSDALE AVE	MEMPHIS	TN	38118-4501
WOODDALE MIDDLE	457 CASTLEMAN ST	MEMPHIS	TN	38118-4538
WOODSTOCK MIDDLE SCHOOL	5885 WOODSTOCK CUBA RD	MILLINGTON	TN	38053

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS

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

1. INVITATION TO BID

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

2. GENERAL BID REQUIREMENTS

- a. **COMPLIANCE WITH SPECIFICATIONS:** The awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to SCBE, which would provide sufficient data to enable SCBE to judge the bidder's compliance with the specifications.
- b. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Bidder, in writing, as an attachment to the bid response. Bidders are fully aware that any deviations may render their bid as non-responsive. The absence of a written list of specification deviations attached to the bid response will hold the Bidder strictly accountable to SCBE to the specification as written. After Bid award, any deviation by the Awarded Bidder from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- c. **SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of SCBE. The Awarded Bidder shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of SCBE, assign any of the monies payable under the contract.
- d. **COOPERATIVE PURCHASING:** SCBE reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of Tennessee as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and / or state, community and / or private colleges / universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended

thereto. The supplier / contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

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

3. BID PRICES

- a. **PRICES:** All prices are fixed for the duration of the contract period.
- b. **PRICE REDUCTIONS:** SCBE reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.
- c. **TAXES:** SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.
- d. **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.
- e. **NO COMMITMENT:** This bid does not commit SCBE to award a contract, pay any costs incurred in the preparation of any Bid submitted, procure or contract for Services from any Bidder or any other person. Accordingly, each Bidder shall be responsible for all costs incurred in the preparation and submission of its Bid or in any part of its participation in the pre-award process.
- f. **Conditions and Assumptions:** All Bids and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between SCBE and the successful Bidder. Thus, in establishing the terms of any resulting contract, SCBE may assume the conditions and assumptions underlying the Bid submitted by the successful Bidder are accurate.
- g. **Ethics in Public Contracting:** Shelby County Board of Education adheres to strict laws, rules, and ethical practices when purchasing goods and services. SCBE Procurement Services subscribes to the standards set forth by the National Association of Purchasing Management and the National Institute of Governmental Purchasing. Ethics in Shelby County Board of Education Procurement promote efficiency and honesty in the Purchasing function; create a business atmosphere where honesty and integrity prevail; portray a wholesome approach to conducting business transactions in order to dispel negative views; discourage attempts by suppliers to engage in unacceptable conduct; provide a guide for good business conduct for any Procurement officer.
- h. The bidder represents and warrants to Shelby County Board of Education that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the bidder, or any agent or representative of the bidder, to any elected official or employee of SCBE with a view toward securing the bid or securing favorable treatment with respect to any determinations concerning the performance of the bid. For breach or violation of this representation and warranty, Shelby County Board of Education shall have the right to terminate the bid or agreement, either in

whole or in part, and any loss or damage sustained by Shelby County Board of Education in procuring on the open market any items which the bidder agreed to supply shall be borne and paid for by the bidder. The rights and remedies of SCBE provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

- i. The bidder covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of this bid. The bidder warrants that no part of the total contract fee shall be paid directly or indirectly to any officer or employee of Shelby County Board of Education as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the bidder in connection with any work contemplated or performed relative to this bid.
- j. **Prohibited Contacting:** 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 bid is advertised and the date a final contract is awarded. ANY CONTACT BETWEEN SCBE STAFF MEMBERS OR BOARD MEMBERS AND ANY REPRESENTATIVE OF A RESPONDENT RELATING TO A PENDING PROJECT OR AWARD (WHETHER BY WRITING, TELEPHONE, E-MAIL OR OTHERWISE) OUTSIDE OF PROPERLY SCHEDULED MEETINGS, OTHER THAN AS INTENDED AND INITIATED BY AN SCBE STAFF MEMBER, SHALL BE GROUNDS FOR DISQUALIFICATION OF THE BIDDER FROM THE PROCESS. By submitting a Bid, the Bidder represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.
- k. **Conflict of Interest:** Bidder certifies that no SCBE Board member, staff member or any SCBE employee has a financial or beneficial interest in the Bidder.
- l. **Mandatory Use of Form and Modification of Terms and Conditions:** Failure to submit a Bid on any official form provided for that purpose may be cause for rejection of a Bid. Return of the complete form is required. Modification of, or additions to, the general terms and conditions of this BID may be cause for rejection of the Bid. Notwithstanding, SCBE Director of Purchasing reserves the right to decide, on a case by case basis, in his or her sole discretion, whether to reject such a Bid.
- m. **Errors or Omissions:** The Bidder shall not be allowed to take advantage of any errors or omissions in the specifications set forth in this bid. Where errors or omissions occur in this bid, the Bidder shall promptly notify the contact person listed in this bid and report the identified error or omission. Inconsistencies in the specifications are to be reported before Bids are submitted to SCBE.
- n. **Liability for Improper Date or Time Processing:** By submitting a Bid, the Bidder agrees that, if it becomes the successful contractor, the Bidder will indemnify and hold harmless SCBE and the officers, employees, Board members and agents of SCBE against any claim of, or liability for, breach of any contract related to the Services that is caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- o. **Records:** All vendors are required to keep records for three (3) years after Shelby County Board of Education has/have made final payment and all other pending matters are closed. Vendors must agree that each School Food Authority, the State Agency, the United States Department of Agriculture, or the Comptroller General may review any books, documents, papers, and records of the vendor which are directly pertinent to all negotiated contracts.
- p. **Compliance with Procedures:** The successful contractor will comply with all procedural instructions that may be issued from time to time by SCBE. However, the substantive terms and

conditions of the contract shall not change without the written consent of all parties thereto.

- q. **Obligation of Successful Contractor:** By submitting a Bid, the successful contractor covenants and agrees, based upon its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim under, or have any right to cancellation or relief from, the contract because of any misunderstanding or lack of information.
- r. **Format of Services; Satisfaction of SCBE:** The Bidder agrees that, if it becomes the successful contractor, the Bidder will fully provide to SCBE, to the best of its capabilities, the Services in substantially the format, quality and scope required by, or indicated in, this Bid, including any modifications and additions hereto. Furthermore, the Bidder agrees to be responsible for providing the Services in a manner and to an extent satisfactory to SCBE.
- s. **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.
- t. **Support:** If it becomes the successful contractor, the Bidder agrees and affirms that, throughout the Agreement Term, it will utilize its best efforts to assist and support SCBE in addressing any problem whatsoever relating to the Services or the Agreement.
- x. **LIQUIDATED DAMAGES:** Should any vendor fail to supply services as specified, then the Board of Education reserves the right to secure services on the open market at prevailing prices, in a manner needed to complete the bid. The vendor agrees to pay for any difference in cost between the original bid and the replacement bid. This is a part of the SCBE agreement. Poor vendor performance may result in removal of that vendor from the eligible vendor's list for a period of one year.

4. STABILITY OF FIRM

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

5. BID SUBMISSION

- a. **BIDDER ADDRESS:** Each bid must show the full business address, telephone number, e-mail and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary.
- b. **PARTNERSHIPS:** Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- c. **CORPORATIONS:** Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do

so.

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

6. COMMENCEMENT OF SERVICES

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

7. ADDENDA

- a. **QUESTIONS / INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Inquiries are to be sent in writing via e-mail to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the bid specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this bid as amended by all addenda. All addenda so issued shall become part of the award.

8. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** SCBE reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and SCBE also reserves

the right not to order any items(s) within the specification.

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

9. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** SCBE may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. SCBE shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. **TERMINATION FOR DEFAULT:** Shelby County Board of Education may, by written notice of default to the awarded vendor, terminate the whole or any part of their order under this agreement. Contract default shall make the vendor liable for any differences in cost between agreed price and price paid to an alternate Manufacturer, including expenses incurred to make alternate purchases. Should Shelby County Board of Education bring suit against defaulter and prevail in such action, defaulter shall pay all reasonable attorney fees and other expenses for such litigation. Acts of God and similar causes not under the control of the manufacturer will be considered exempt from this default provision. This is intended only as a last recourse and not as a deterrent to bidders.
- c. **TERMINATION FOR CONVENIENCE:** SCBE has the right to withdraw from the terms of the contract, without liability or showing cause, by providing ten (30) calendar days, written notice to the Vendor. The Vendor shall be compensated for services rendered prior to the date of termination.

10. GOVERNING LAW

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

11. CONTRACT TERMS AND CONDITIONS

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

12. **INSURANCE:**

- a. The contractor must maintain and pay for Comprehensive Business Insurance to protect its claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of SCBE, damage to the property of others, including SCBE, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.
- b. The following coverages and limits are required of all vendors:
 - 1. General Liability, including Products Liability & Completed Operations - \$1,000,000 per occurrence / \$2,000,000 aggregate
 - 2. Workers Compensation – Statutory Benefits (Only required if the Contractor will be delivering the product(s) to our building).
 - 3. Employers Liability - \$500,000 each accident / \$500,000 injury by disease / \$500,000 injury by disease aggregate (Only required if the Contractor will be delivering the product(s) to our building).
 - 4. Auto Liability - \$1,000,000 combined single limit (Only required if the Contractor will be delivering the product(s) to our building).

- c. The certificate on this insurance shall be made in favor of the **SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS TENNESSEE 38112** and indicate paid up coverage for the term of the contract.
- d. It will be the responsibility of the successful bidder(s) to ensure that a **current** Certificate of Insurance is on file in the Procurement Office during the entire period of the contract.

13. NON-ASSIGNABILITY

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

14. GENERAL RECORDS CLAUSE

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

15. SOLE AGREEMENT

- a. This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this Contract.

16. PROTECTION OF PROPERTY

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

17. PUBLIC STATEMENTS

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

18. BID FORM

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

19. SENSITIVE INFORMATION

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

20. NON-HIRING OF EMPLOYEES

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

21. RELATIONSHIP TO SCBE

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

22. AVAILABILITY OF FUNDS

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

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

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

24. NON-DISCRIMINATION

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

25. LEGAL COMPLIANCE

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

APPENDIX B
(TO BE SUBMITTED WITH BID)

CERTIFICATION REGARDING LOBBYING

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

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

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.**
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**
- (3) The undersigned shall require that the language of the certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.**

FNS Grant / Cooperative Agreement

Name / Address of Organization

Name / Title of Submitting Official

Signature

Date

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

IFB#: 01052022

2021-2022 CHEMICAL REQUIREMENTS FOR THE 2021-2022 SCHOOL YEAR BID

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

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

I further affirm that:

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

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

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

x _____
Notary Public

My commission expires:

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

IFB#: 01052022

2021-2022 CHEMICAL REQUIREMENTS FOR THE 2021-2022 SCHOOL YEAR BID

CONTRACTOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

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

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

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

() POLICY WILL BE OBTAINED/ISSUED ON _____

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

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

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

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

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

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

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

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

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

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

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

APPENDIX E – ADDENDA ACKNOWLEDGEMENT

IFB#: 01052022

2021-2022 CHEMICAL REQUIREMENTS FOR THE 2021-2022 SCHOOL YEAR BID

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

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

Addendum #1 - Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Vendor Name

E-mail

Contact Phone Number

PRODUCT INFORMATION PROFILE FORM

PRODUCT INFORMATION PROFILE FORM							
MAIN CONTACT PERSON:			PHONE:			E-MAIL:	
VENDOR NAME:		VENDOR ADDRESS:					VENDOR ID:
SCS STOCK #:	VENDOR STOCK #:	PRODUCT NAME / DESCRIPTION:	PRODUCT STORAGE TYPE (Dry, Frozen, or Refrigerated):	CASES PER PALLET:	LEAD TIME:	PRODUCT SHELF LIFE:	DECODING PROCEDURE (please attach separate sheets if needed):
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
VENDOR PROFILE							
VENDOR REP:			PHONE:			E-MAIL:	
ADDITIONAL CONTACT PERSON:					DATE(S) OF CONTRACT:		
COMMENTS:							
<i>NOTE: *ALL products must have 70% shelf life upon delivery (exceptions are canned fruits and vegetables: 50%-70%).</i>							
<i>If pallet(s) have several expiration dates, the expiration date must be clearly labeled and identifiable.</i>							