

August 7, 2026

SHELBY COUNTY BOARD OF EDUCATION
PROCUREMENT SERVICES

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

INVITATION FOR BID

(NOT AN ORDER)

Please submit Bids on the item(s) listed below. The right is reserved to reject any or all Bids. If substitutions are offered, give full particulars. The Bid must be submitted no later than **August 24, 2026 @ 10:00 AM CST**.

The Shelby County Board of Education reserves the right to accept or reject any or all Bids, or any part thereof, and to waive any minor informalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education. Successful BIDDER, CONTRACTOR, OR RESPONDENTS 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.*

KIRBY MS CORE COLLECTION LIBRARY BOOKS

The Shelby County Board of Education ("SCBE") is requesting bids for **Kirby MS Core Collection Library Books**.

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

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

Questions or requests for clarification of technical issues and terms pertaining to this Bid must be submitted in writing via e-mail to **Brittanee Sabb at sabb@scsk12.org** by **August 13, 2026 @ 9:00 AM CST**

ISSUED BY: Brittanee Sabb IFB # 082426BS

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

NAME OF FIRM

PHONE #

FAX #

ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

AUTHORIZED REPRESENTATIVE NAME

____ CHECK HERE IF YOU ARE A SMALL BUSINESS ENTERPRISE.

____ CHECK HERE SHOWING SHELBY COUNTY LICENSE IS ATTACHED.

____ CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR.

"Shelby County Board of Education does not discriminate in its programs or employment on the basis of race, color, religion, national origin, ndicap/disability, sex or age."

PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Invitation for Bid (IFB) is soliciting bids for **Kirby MS Core Collection Library Books**.

2.0 BACKGROUND

Shelby County Board of Education (SCBE) is the legal name of the Memphis-Shelby County Schools (MSCS) district. MSCS is Tennessee's largest public school district and is among the 25 largest public-school districts in the United States. MSCS serves approximately 110,000 students in more than 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.

Memphis-Shelby County Schools has created a data-driven culture that serves as the backdrop for strategic decision-making and informed solution-based decisions. The information gleaned from data, research-based strategies, and performance outcomes provides our district with amazing opportunities to offer high-quality educational options to every student.

The MSCS mission is to prepare all students for success in learning, leadership, and life through three strategic initiatives. The initiatives are:

1. Strengthen Early Literacy (K-2) and Continuing Literacy (3-12)
2. Recruit, Retain, Immerse, and Entrench
3. Relevant, Rigorous, and Equitable Academics

3.0 SCOPE OF WORK

The SCBE requests bids for **Kirby MS Core Collection Library Books**. The specifications are contained in the Design Project Manual. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. (See page 10 for the detailed scope).

4.0 NON-EXCLUSIVE

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

5.0 NOTICE OF INTENT TO AWARD

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

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

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

2.0 TERM OF AGREEMENT

The anticipated terms of this contract shall be one for School Year 2026 – 2027.

3.0 PRE-BID MEETING

NA

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 August 13, 2026 @ 9:00 AM CST**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on SCBE by **EOD CST on August 14, 2026**, on the website <http://www.MSCSk12.org/procurement/bids>. Please do not submit questions in PDF format.

5.0 BID TIMELINE

Bid Posted	August 7, 2026
Questions Due	August 13, 2026 @ 9:00 AM
Q&A Posted	August 14, 2026, EOD
Bid Submission	August 24, 2026 @ 10:00 AM

6.0 POINT OF CONTACT

Brittane Sabb, Buyer
Procurement
sabbb@scsk12.org

7.0 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.

8.0 CONTRACT TYPE

The contract resulting from this solicitation will be a firm fixed contract.

9.0 PAYMENT TERMS

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

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

10.0 INVITATION FOR BID (IFB) REVISIONS

Should it become necessary to revise any part of this IFB, addenda will be posted on SCBE <http://www.MSCSk12.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.

11.0 SUBMISSION DEADLINE

In order to be eligible for consideration, bids must be received in the Procurement Office no later than **10:00 AM CST on August 24, 2026, 160 S Hollywood, Room #126, Memphis, TN 38112.**

Vendors mailing bids shall allow sufficient carrier delivery time to ensure timely receipt of their bid in the Office of Purchasing & Supply Services prior to the deadline. Any bid received in the Purchasing Office after the submission deadline, no matter what the reason, will be returned unopened. **Bid responses delivered to any other location shall not constitute delivery to the Procurement Services Office.**

12.0 BID OPENING

The SCBE shall receive sealed bids until the bid due date indicated on the bid front cover sheet. At the time of the public bid opening (as directed on the front cover sheet), the Buyer or designee shall open all bids received and record the responses. A copy of the bid tabulations will be made available upon written request via Open Records Request. The SCBE shall then review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared by the requesting department. 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 Services Office, 160 S Hollywood Street, Room #126, Memphis, TN 38112**, on the date specified on the bid. In the event of inclement weather on the due date of a bid and the SCBE is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

13.0 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.

14.0 E- COMMERCE

IFBs will be published on the Procurement website @ www.MSCSk12.org/procurement/bids and advertised when applicable in the local newspapers, the Commercial Appeal and/or Daily News. The Procurement website also serves to publish any addenda, associated materials, Contractor questions, and the SCBE's responses, and other solicitation-related information.

The successful bidder must be an active vendor in APECS to receive Purchase Orders and Payment. Instructions on how to register are detailed on the Procurement website @ <http://www.MSCSk12.org/procurement>, Doing Business with MSCS.

The successful Contractor must also be registered in EschoolMall ESM in order to submit an electronic copy of their bid proposal, if required in addition to the hard copy proposal delivered to the Procurement Services Office at 160 S Hollywood Street, Room #126.

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.

15.0 INSURANCE

NA

16.0 LIQUIDATED DAMAGES

NA

17.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

NA

18.0 COMPLIANCE WITH LAWS

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

19.0 BONDING

N/A

20.0 TERMS AND CONDITIONS

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

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

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

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

21.0 BASIS OF AWARD

Contract(s) shall be awarded to the best, qualified, lowest responsible and responsive Bidder(s), offering the lowest bid price on the time and materials basis.

22.0 RESOLUTION FOR PROTEST AND DISPUTES

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

A. RIGHT TO PROTEST

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

1. An aggrieved Bidder of standing or offeror may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder, of standing is a bidder, who would be directly next in line for an award should the protest be supported.
 - a. The protest shall be in writing addressed to the Buyer with a copy to the Procurement Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim
 - The remedy sought
2. The protest must be filed with the Procurement Office within seven (7) calendar days of the recommendation of award or notification to the bidder or offeror that their bid or proposal will be rejected.

3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
4. The Procurement Director shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

B. Bond Requirements

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

C. APPEAL OF CONTRACT AWARD DECISION

The Procurement Director shall issue a decision in writing. Any decision of an award protest may be appealed to the CFO within seven (7) days of issuance of the decision by the Procurement Director

Any decision of an award protest may be appealed to the Superintendent within seven (7) days of issuance of the decision by the Chief Financial Officer.

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 must submit one (1) original and one (1) USB (with Bid formatted into a single pdf file) of the bid submission at the date and time that bids are due. The Electronic USB 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 F)

2. FORMS (to be submitted with the bid) (TAB B): (include the following)

1. Completed Bid Identification Submittal Form
2. Completed Non-Collusion Certificate (**Notarized**) (Appendix B)
3. Completed Debarment Affidavit (**Notarized**) (Appendix C)
4. Completed Anti-Bribery Affidavit (**Notarized**) (Appendix D)
5. Completed Pricing Confirmation (Appendix E)
6. Completed Addenda Acknowledgement Form (Appendix F)
7. Completed Promise of Non-Discrimination Statement (Appendix G)
8. Completed State of Tennessee Non-Boycott of Israel Certification (Appendix I)
9. Completed State of Tennessee Iran Divestment Act Certification (Appendix J)
10. Completed Certification Regarding Lobbying (Appendix K)
11. Completed Vendor Questionnaire (Appendix L)

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

PART IV: Specifications

KIRBY MIDDLE SCHOOL LIBRARY COLLECTION BID

Memphis-Shelby County Schools is purchasing a core collection of library books/materials for a school that will encompass grades 6-8. This collection of materials will be added to the existing school collection of Kirby Middle School. We are seeking bids from book jobbers for providing this collection of completely processed, hardback library books and library materials, as per attached list. (See Kirby MS Book list posted under the bid on our procurement services website).

BID/PERFORMANCE SPECIFICATIONS:

1. At least 90% of the collection shall be in reinforced library binding or better.
2. Data disks shall be provided with complete MARC records.
3. Vendor will provide a 90-100% fill rate within 30-45 days of receiving PO. If a backorder is necessary, it would be shipped within 60 days of receiving PO. Backorders will not be acceptable unless authorized by the school/ district.
4. Processing shall be as per attached specifications.
5. Quotation shall include all handling, processing and transportation and delivery charges.
6. Vendor must provide inside delivery. Vendor must assist with shelving and unpacking core collection.
7. Books must be delivered to the library.
8. Vendor must be able to provide a written guarantee for book deliveries.

All books and materials are to be completely processed to MSCS specifications.

GENERAL SPECIFICATIONS

1. The vendor shall base all discounts on the actual price of the book and shall not include any freight pass through charges in the unit cost.
2. Address labels for all shipments shall include the purchase order number and the school name as per instructions on the individual purchase orders.
3. A packing slip is to be included in every shipment.
4. The vendor shall supply one original invoice and at least 2 copies, sent separately to the Account Payable Department.
5. Invoices should provide the title, author, publisher, number of copies ordered, unit price, and applicable rate of discount, net unit price and extended net amount.
6. Invoices shall provide reports on items that are temporarily out-of-stock, publisher-out-of-stock, out-of-print, and not-yet-published.
7. Vendor will not charge additional fees for books not normally carried in our inventory, titles with little or no discount or small publishers.
8. Vendor will replace any book that is damaged in shipment or otherwise not in compliance with the order at no charge.
9. Vendor can provide a Funding Source name in the Marc record at the 852 tag at no charge.

10. Vendor can provide a local holdings tag in the Marc record.
11. Vendor will send a Marc record for titles received in the order only. Marc records will not contain titles that were not shipped.
12. Vendor can supply Lexile Rating value info in the 521\$a field (subfield a of the 521 tag).
13. The vendor shall provide complete processing and cataloging to Memphis-Shelby County Schools' specifications. The vendor shall provide barcoding and complete MARC records via a downloadable format processing specification are enclosed.
14. Vendor will be able to check future orders for duplicates, against the original core list shipment.
15. The vendor shall provide toll-free access for customer service, sales administration, and FAX communication.
16. Vendor will provide a list of three (or more) elementary school references in your state.
17. Per the attached list, the vendor must provide a complete listing of materials your company can provide which reflects: title, author, publisher, type of binding, number of copies ordered, unit price, and applicable rate of discount, net unit price and extended net amount on an excel spreadsheet.
18. If electronic books are included in the bid, please provide a detailed description of the services offered for electronic materials, including: hosting costs, Ebook format, cover image availability, required reading devices, download limitations, and guidelines for multiple viewing.

CATALOGING & PROCESSING SPECIFICATIONS

SCHOOL:

SHIP TO: Librarian's Name
For: (SCHOOL NAME)
(Each individual school will
list their individual address)

VENDOR NAME

Library Services/Accounts Payable-rm. 250- c
For: (SCHOOL NAME)
160 S. HOLLYWOOD STREET
BILL TO: Shelby County Schools

CATALOGING SPECIFICATIONS

Non Fiction	-	Abridged Dewey over three main entry initials (all caps)
Individual Biography	-	92 over three biographee's initials (all caps)
Collective Biography	-	920 over three main entry initials (all caps)
Story Collection	-	SC over three main entry initials (all caps)
Classroom Set	-	CL over Dewey over three main entry initials (all caps)
Fiction	-	FIC over three main entry initials (all caps)
Easy	-	E over three main entry initials (all caps)
Reference	-	R over Dewey over three main entry initials (all caps)
Professional	-	P over Dewey over three main entry initials (all caps)
Kit	-	KIT over Dewey over three main entry initials (all caps)
DVD	-	DVD over Dewey over three main entry initials (all caps)
EBook	-	EBOOK over Dewey over the main entry initials (all caps)
Audio Book	-	AUD over Dewey over the main entry initials (all caps)

SPECIAL INSTRUCTION FOR eBooks

- Catalog records may be added for online electronic books. These records are imported into the collections of the individual schools to which they belong, not to a "District" eBook collection.
- All eBook records should include local holdings information for each copy, as described in the "Specific MARC Field Requirements" above, including the "EBOOK" call number prefix. Each copy should also include a barcode number that adheres to the "Barcode Requirements" listed above.
- eBook catalog records should adhere to the other catalog standards described in this document.

SUBJECT HEADINGS

Library of Congress children's subject headings are acceptable and preferred if Sears headings are not available.

BOOK PROCESSING

Mylar jacket - Attached
Spine label - Attached with bottom of label 1 inch from bottom of spine

LEXILE RATING

 X Print "LX" on spine label -Lexile Number (2 lines) LX above #

ACCELERATED READER –NO A.R. FOR THIS PARTICULAR LOCATION!

 X Print "AR" on spine label or otherwise mark spine of all Accelerated Reader books with "AR."
 X Attach AR information label on the upper right corner of the front flyleaf of all Accelerated Reader books giving the following: Author, Title, ATOS level, AR Points, AR test number.

AUTOMATION SPECIFICATIONS

Library Automation Company – Insignia Software Automation System – Insignia
MARC record emailed to LIS
MARC record format - US MARC 852

Barcode symbology – Code 39 – Mod 10 format resulting in a 14-digit code

Bar code label with protector, giving barcode number, author, title and school name, attached horizontally to lower, left of front of book. If barcode label obscures any essential text on the outside cover of the book, adjust to avoid text.

Include Accelerated Reader information in MARC record (526 field)

Include Lexile information in MARC record (521 field)

Include the Material Type in the 380 field

ATTENTION VENDORS: VENDORS MUST CONTACT LIBRARY SERVICES TO OBTAIN BARCODE RANGES FOR EACH ORDER SUBMITTED

BAR CODE NUMBERS & LABELS

Bar Code Range: Starting Number _____ Ending Number _____

<u>Material Type</u>	<u>Location Code (4 digit)</u>	<u>Barcode (9 digit)</u>	<u>Resulting Barcode</u>
3 (Lib. Mat.)	0999	010000001	30999010000001

School name as it should appear on labels: Example: Promise Elementary Library

CONTACT:

Library Services
Memphis Shelby County Schools
1384A Farmville Rd.-Warehouse
Phone: 901 416-5382

PART V: BID FORMS

BID IDENTIFICATION SUBMITTAL FORM

(TO BE ATTACHED TO THE OUTSIDE OF THE BID PACKAGED)

IFB 082426BS Kirby MS Core Collection Library Books

PROJECT TITLE: Kirby MS Core Collection Library Books

PROJECT LOCATION: Districtwide Library Services

RESPONDENT IDENTIFICATION (PRIME CONTRACTOR)

Name of Company	
Address, City, State, Zip	
Authorized Representative	
Phone #, Fax #, Email	

PART VI: APPENDICES

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

IFB 082426BS Kirby MS Core Collection Library Books

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

Representative of _____

Whose address is _____ and

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

- (1) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (2) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price Bid of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

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

(SIGNATURE)

(DATE)

PRINTED OR TYPED NAME)

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

x _____ Notary Public

My commission expires: _____

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

IFB 082426BS Kirby MS Core Collection Library Books

_____, 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 - ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH BID)

IFB 082426BS Kirby MS Core Collection Library Books

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

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

Signature of:

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 E – PRICING CONFIRMATION
(TO BE SUBMITTED WITH BID)

IFB 082426BS Kirby MS Core Collection Library Books

CONTRACTOR NAME: _____

ADDRESS: _____

TO: BOARD OF EDUCATION OF SHELBY COUNTY

We propose to provide **Kirby MS Core Collection Library Books** to the Board of Education of Shelby County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of **IFB# 082426BS Kirby MS Core Collection Library Books**.

Instructions:

Each vendor shall provide a percentage discount. The percentage shall be fixed for the initial contract award year(s).

The undersigned agrees to furnish all labor, materials, and services necessary to provide for **Kirby MS Core Collection Library Books** Board of Education of Shelby County in accordance with the attached specifications, and other related contract documentation.

Name _____ Title _____

Signature _____ Date _____

Email Address _____

APPENDIX F - ADDENDA ACKNOWLEDGEMENT
(TO BE SUBMITTED WITH BID)

IFB 082426BS Kirby MS Core Collection Library Books

CONTRACTOR NAME: _____

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

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

Addendum #1- Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Vendor Name

Email

Contact Phone Number

APPENDIX G – PROMISE OF NON-DISCRIMINATION STATEMENT
(TO BE SUBMITTED WITH BID)

IFB 082426BS Kirby MS Core Collection Library Books

CONTRACTOR NAME: _____

ADDRESS: _____

Know All Men by These Presents, that the Contractor (hereinafter “Company”), in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the SHELBY COUNTY BOARD OF EDUCATION, hereby consents, covenants and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any Proposal submitted to Memphis-Shelby County Schools or the performance of any contract resulting from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all businesspersons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;
- (3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make voluntary good faith efforts to solicit LSBEs to do business with this Company;
- (4) That the promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

CONTRACTOR’S AUTHORIZED REPRESENTATIVE

NAME _____ TITLE _____

SIGNATURE _____ DATE _____

LOCAL PREFERENCE PURCHASING

I. PURPOSE

To give a local preference to businesses located in Shelby County, Tennessee for the purchase of supplies, materials, equipment, and services.

II. SCOPE

This policy applies to District level contracts with a total dollar purchase greater than \$25,000.

III. DEFINITION

- A. Local Preference Purchasing means giving preference to businesses located within Shelby County, Tennessee in the purchase of personal property, materials, and contractual services and in constructing improvements to real property or to existing structures.
- B. Local Business means a vendor or contractor who holds a valid license to do business in Shelby County, Tennessee; has a street address within the limits of said locality for a continuous period of at least six (6) months prior to bid or proposal opening date; and has proof that Shelby County Personal Taxes are current (applies to local businesses who have been doing business in Shelby County, Tennessee for a year or more).

IV. POLICY STATEMENT

The Shelby County Board of Education recognizes that a significant amount of funds are spent on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The Board also recognizes that dollars used in making purchases are derived largely from revenues generated from businesses located within Shelby County, Tennessee. The Board believes that funds generated in the community should be placed back into the local economy. Therefore, it is the policy of Shelby County Board of Education to provide a preference to local businesses in procurement transactions whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

In the bidding of, or letting for procurement of supplies, materials, equipment and services, ²³ with a total price greater than \$25,000, if the lowest responsive bidder, is a regional or nonlocal business, then all

bids received from Local Businesses are decreased by five (5) percent. The original bid is not changed; the five (5) percent is calculated only for the purpose of determining the Local Preference. The Local Preference cost differential is not to exceed one hundred thousand dollars (\$100,000.00).

In the case of request for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, Local Businesses will be assigned five (5) percent of the total evaluation points up to a maximum of five (5) points.

In the event of a tie between a local and non-local business, favor shall be given to the Local Business and a coin toss method will be used to break ties between two (2) or more local businesses meeting said specifications.

Exceptions

This preference shall not apply to purchases or contracts that are funded in whole or in part by a governmental entity if the laws, regulations or policies governing such funding prohibit application of the Local Preference; when exigent emergency conditions or noncompetitive situations exist; and when a particular purchase, contract, or category of contracts for which MSCS is the awarding authority is waived upon written justification and recommendation of the Board.

Restrictions

The Local Preference shall apply to District level purchases only. The preference shall apply to new contracts for supplies, materials, equipment, and services first solicited after January 29, 2013.

V. RESPONSIBILITY

- A. The "users" of services are responsible for furnishing an objective evaluation of their needs and for identifying the specifications of the services to be delivered.
- B. The Chief Financial Officer is responsible for developing final specifications and obtaining all bids, requests for proposals, and contracted service agreements.
- C. The Chief Financial Officer is responsible for ensuring that all services have been properly approved and all procedures followed before signing contractual agreements.
- D. The Superintendent is responsible for ensuring compliance with this policy.

APPENDIX I
(TO BE SUBMITTED WITH BID)
IFB 082426BS Kirby MS Core Collection Library Books



STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Signature of Authorized Representative	Date
Printed Name	Phone Number / Email Address

APPENDIX J
(TO BE SUBMITTED WITH BID)
IFB 082426BS Kirby MS Core Collection Library Books



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/central><https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE

APPENDIX K - CERTIFICATION REGARDING LOBBYING
(TO BE SUBMITTED WITH BID)

IFB 082426BS Kirby MS Core Collection Library Books

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:

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.

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.

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 L – Kirby MS Core Collection Library Books Vendor Questionnaire
(TO BE SUBMITTED WITH BID)

IFB 082426BS Kirby MS Core Collection Library Books

1. Who is the sales representative serving the Memphis area?

Name _____ Phone _____

2. Does your company have a technical services department?

3. Can you process and catalog books as per our specifications, including barcoding and data disks with complete MARC records in I.B.M. format?

If “no,” what are the exceptions to our specifications?

4. What percentage of core collection will be guaranteed to be reinforced library binding?

5. What percentage of order will be shipped in first delivery?

6. From date of purchase order, when can first delivery be expected?

7. In the event of problems with shipments, data disks, etc., how long are complete order records, including barcode numbers and MARC records, maintained in your computer system?

8. An additional quote may be submitted for digital offerings aligned by College and Career Readiness Standards (CCRS) for review.

9. What is the anticipated cost of core collection as listed, completely processed as specified, and delivered to school site.

\$ _____

All orders must be delivered by January 31, 2027. Please confirm that you can meet this deadline.
Please circle yes or no