November 18, 2026

SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES

3176 Jackson Avenue □ Memphis, Tennessee 38112-4892 □ Phone (901) 416-5550

(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 **December 9, 2026 @ 11:00 A.M.**

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

CENTRAL NUTRITION CENTER

2nd Semester FFVP Produce Bid January 2027 – June 30, 2027

The Shelby County Board of Education ("SCBE") is requesting bids for the purchase of the **2nd Semester FFVP Produce Bid January 2027-June 30, 2027**, as indicated in the attached specifications. Bids **MUST** be received by Memphis-Shelby County Schools ("MSCS" 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 **taylorm15@scsk12.org** **by Tuesday, November 24, 2026 @ 10:00 AM CST.**

ISSUED BY: Mary Taylor **IFB #12092026MT**

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	
NAME OF BILLING CONTACT	PHONE#	EMAIL ADDRESS

____CHECK HERE IF YOU ARE A SMALL BUSINESS ENTERPRISE

"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 **2nd Semester FFVP Produce Bid January 1, 2027 - June 30, 2027.**

Shelby County Board of Education is interested in:

1. Creating strong partnerships with direct suppliers of goods
2. Taking advantage of economies of scale to help reduce operating costs
3. Driving revenues through increased participation

Shelby County Board of Education serves approximately 92,000 reimbursable lunches daily and 53,000 reimbursable breakfasts. The district is allocated over 4.7 million dollars in USDA commodity entitlement.

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 more than 106,500 students in over 200 schools. We are Shelby County's second-largest employer, with nearly 14,000 employees, including more than 6,000 teachers.

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 provide 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 **2nd Semester FFVP Produce Bid January 1, 2027- June 30, 2027.**
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 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.

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 begin **January 1, 2027 – June 30, 2027.**

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

Vendor contract may be canceled for breach of contract for anyone (1) of the following reasons:

- Merchandise fails to conform to bid specifications
- Bidder fails to follow specified procedures for ordering and delivering
- Bidder fails to deliver items ordered on three (3) or more occasions
- Bidder does not conform to bid pricing or bidder increases pricing not consistent with the most recent CPI Index-Food Away from Home.
- Bidder fails to service all schools contracted for in the SCBE (if appliable)
- At any time, the SCBE determines that the best interest of the system is not being served.
- Lack of notification of Supply Chain Manager or Menu Planning Manager that an item is out of stock and cannot be delivered
- Failure by vendor to promptly pick up items that are not the bid items or approved

If at any time, the SCBE is dissatisfied with the quality of service provided, a written notice of the specific problem(s) will be furnished to the vendor(s) by certified letter. If the problem is not corrected to the satisfaction of the SCBE within thirty (30) days of this written notice, this entire contract may be unilaterally terminated by the SCBE with no further obligation on the part of the SCBE Contract may also be terminated if three (3) or more such occurrences occur within any twelve (12) month period.

The SCBE has the right at its discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond their control.

I. Any one or combination of penalties for failure to perform may be as follows:

- Adjustment not consistent with the increase of the most recent CPI Index-Food Away from Home
- Termination of contract
- Suspension from future bidding for one (1) bid period

- Legal action or civil penalties

II. Successful vendor will be supplied contact information for each location. (if applicable)

3.0 PRE-BID MEETING (N/A)

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN November 24, 2026 @ 10:00 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	**11/18/2026**
Questions Due	**11/24/2026 @ 10AM CST**
Answers Posted on Website	**11/24/2026 COB**
Bid Due Date/Time	**12/09/2026 @ 11AM CST**

5.0 POINT OF CONTACT
Mary Taylor, CNC Procurement Manager
Central Nutrition Center
E-mail: taylorm15@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 line-item price on the purchase order and made within 30 days upon receipt of invoice.

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

9.0 INVITATION FOR BID (IFB) REVISIONS

Should it become necessary to revise any part of this IFB, addenda will be posted on SCBE http://www.scsk12.org/procurement/bids. Failure of any offeror to receive or acknowledge receipt

of such addenda or interpretation shall not relieve any offeror from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, bids must be received at the Central Nutrition Center (CNC) no later than **December 9, 2026 @ 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 at the CNC prior to the deadline. Any bid received at the CNC 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 Central Nutrition Center.**

11.0 BID OPENING

The 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) website at www.scsk12.org once completed. The SCBE shall then review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Procurement Director. Upon acceptance and approval of the bid(s) by the Procurement Director, the Director may grant its approval subject to such conditions as it may deem appropriate. All bids shall be publicly opened at the **Central Nutrition Center, 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 The SCBE is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

12.0 DURATION OF BID

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

13.0 E- COMMERCE

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

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

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

14.0 INSURANCE

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

15.0 LIQUIDATED DAMAGES

The successful Bidder accepts this contract with the understanding that should they fail to complete

the work/delivery in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the bid document.

16.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

In accordance with TN Code Ann. 49-5-413, unless explicitly excluded by statute; and pursuant to Memphis-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 MSCS 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 Memphis-Shelby County Schools, Tennessee Bureau of Investigation, and the Federal Bureau of Investigation and obtain Memphis-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 Memphis-Shelby County School's identification badge will be the sole responsibility of the Vendor for each of the Vendor's employee(s), subcontractor(s), or representative(s). The Memphis-Shelby County School's identification badge shall be worn at all times by each of the Vendor's employee(s), subcontractor(s), or representative(s) at shirt pocket height while on Memphis-Shelby County Schools' property. For more information regarding fingerprinting, conducting the criminal records check, and obtaining a Shelby County School's identification badge, please contact 901-416-4720.

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

17.0 COMPLIANCE WITH LAWS

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

18.0 BONDING- (N/A)

19.0 TERMS AND CONDITIONS

Any contract entered into 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 on this contract. The SCBE shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, the SCBE may find said Contractor in default. In the event of conflict between the General Terms and Conditions shall take precedence.

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

20.0 BASIS OF AWARD

Items on this bid will be awarded on a **"all or none"** basis, unless stated differently in the bid instructions and specifications. As indicated on the pricing sheet, Shelby County Board of Education **will award this bid on the basis of best and lowest "approved brand" cost per serving, cost per unit, cost per case, or cost per pound.** 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 an additional six-month period.

B. The 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. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least sixty (60) days prior to the renewal term and should be accompanied by supporting documentation.

E. Bidder guarantees that any increase in rates for the optional, additional six-month contract period will not exceed the lower of the percentage rate increase in the National Consumer Price Index for the Urban Consumers (CPI-U), under the expenditure category for all items, over the previous twelve-month period.

F. 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 Memphis-Shelby County Schools.

21.0 PROTEST

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 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 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 Finance Operations (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.

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 CFO 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 Finance Operations.

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 must submit one (1) hard copy and one (1) electronic copy of bid pricing in Microsoft Office Excel 2007 Workbook format. A template worksheet will be provided by the Shelby County Board of Education. No other form will be considered. **All Bidders must submit a Microsoft Office Excel 2007 Workbook file on a USB flash drive (readable by Microsoft Windows 7 version) as well as include copies of bid documents, bid worksheets and nutritionals/crediting statements and related documents.** Also, bidders must provide a hard copy of bid worksheets typewritten as backup and nutritionals. In case of errors in extensions, the unit price shall prevail. 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. Delivery of Bids: Each bidder **MUST** complete and return the following items in a sealed bid envelope no later than ***11:00 a.m. C.S.T. on Wednesday, December 9, 2026:***

1. Completed Invitation for Bid form
2. Certification Regarding Lobbying (Appendix B)
3. Completed Debarment Affidavit (Appendix C)
4. Nutrient analysis of each item bid and End Product Data Sheets
5. CN label or Crediting Statement or Product Formulation Statement for each item bid (if applicable) (Appendix D)
   - Complete the Product Formulation Statement for Documenting Grains in Child Nutrition Programs, the Product Formulation Statement for Documenting Vegetables and Fruits in School Meal Programs, and/or Product Formulation Statement for Documenting Meats/Meat Alternates (M/MA) form
6. Vendor's GAP Like/GMP Practices/HACCP Program Letter
7. Vendor (or) Manufacturer Julian Date Document (or) Shelf-Life Document
8. Completed Certificate of Insurance (Appendix E)
9. Completed Pricing Confirmation (Appendix F)
10. Buy American Certification/Waiver (Appendix G)
11. Product Information Profile Form (Appendix H)
    - Provide the company's decoding procedure for expiration and/or manufacture. Immediately after the Product Information Profile Form

12. Completed Addenda Acknowledgement form (Appendix I)
13. Completed State of Tennessee Non-Boycott of Israel Certification (Appendix J)
14. Completed State of Iran Divestment Act Certification (Appendix K)
15. Completed Anti-Bribery Affidavit (Appendix L)
16. Completed Non-Collusion Certification (Appendix M)
17. Completed Promise of Non-Discrimination Statement (Appendix N)
18. Fully completed hard copy Bid Sheet on each item typewritten
19. A Microsoft Office Excel 2007 Workbook file **MUST** be on a **USB flash drive** (readable by Microsoft Windows 7 version) as well as include copies of Bid documents, bid worksheets and nutritional's/crediting statements and related documents.

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

PART IV

SCOPE OF SERVICES

2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

SHELBY COUNTY BOARD OF EDUCATION IS REQUESTING BIDS FOR THE 2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

The undersigned agrees that if all or any part of this bid is accepted and one or more purchase orders are issued for delivery between **January 1, 2027 – June 30, 2027**, they will supply any or all the items upon which prices have been quoted in accordance with the specifications applying at that price set opposite each item.

1. Purchase Orders: Items will be ordered on one or more purchase orders. Each purchase order will reflect the "Ship Lot" quantity specified and delivery date and will be issued by the Division of Procurement Services as these items are required. **The last shipment required on each item may be less than the "Ship Lot" quantity specified**. Prices quoted, however, must be firm for the bid quantities specified.

2. Each purchase order will remain active until the entire order has been received. Any shipment arriving without a purchase order, unless otherwise mutually agreed upon, may be refused at the vendor's expense.

3. Should any vendor fail to respond with a bid or no bid on three (3) consecutive invitations to bid, the vendor may be removed from the mailing list.

4. The Shelby County Board of Education (SCBE) encourages Small Business Enterprise SBE participation.

5. **Standards of Identity:** All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the contractor in violation of the agreement with the school district as well as Federal Law.

6. **Summary End Product Data Schedules (SEPDS)**: (*APPLIES TO COMMODITY PROCESSED ITEMS ONLY)* Summary End Product Data Schedules must be included for all commodity processed items. The schedule must include detailed description of product, portion size, number of portions per case, raw ingredients with donated food marked by DF, quantity of each ingredient, number of cases per batch, guaranteed yield percentage, pounds of DF per case, value of DF, and total fee for service per case of finished product

7. **Delivery:** All Products are to be delivered to the sites below.

PRODUCE THAT IS DELIVERED TO SCHOOLS MUST HAVE A SHELF-LIFE OF 7 DAYS UPON DELIVERY

SUBSTITION FOR ALL PRODUCE MUST HAVE PRIOR APPROVAL FROM MENU PLANNING AT THE CENTRAL NUTRITION CENTER PRIOR TO DELIVERY

SY 2026-2027 FFVP AWARD BY SCHOOL	
TMAC Site ID	**FFVP School Name**
2005	A B Hill
2015	Alcy Elementary
8256	Aurora Collegiate Academy/Treadwell Elem.
2610	Balmoral-Ridgeway Elementary
8338	Beacon College Prep/Ral-Bartlett Meadows ES
2045	Berclair Elementary
2050	Bethel Grove Elementary
2060	Bruce Elementary
2049	Chimneyrock Elementary
2117	Cordova Elementary
8115	Cornerstone Prep @ Denver (ASD)
8010	Cornerstone Prep @ Lester (ASD)
8035	Cornerstone Prep
2130	Cromwell Elementary
2133	Crump Elementary
2145	Delano Elementary
2162	Downtown Elementary
2165	Dunbar Elementary
2183	Egypt Elementary
2185	Evans Elementary
2215	Fox Meadows Elementary
0101	Frayser-Corning Elementary
2230	Gardenview Elementary
0102	Georgian Hills Achievement Elementary (ASD)
2258	Germanshire Elementary
0105	Germantown Elementary
2259	Getwell Elementary
2330	Hawkins Mill Elementary
2343	Holmes Road Elementary
2116	Kate Bond Elementary

2368	Keystone Elementary
2370	Kingsbury Elementary
2395	LaRose Elementary
2435	Levi Elementary
2463	Lucie E. Campbell Elementary
8165	Memphis STEM Academy/Hawkins Mill
2525	Newberry Elementary
2692	Oak Forest Elementary
2540	Oakhaven Elementary
2550	Oakshire Elementary
2261	Parkway Village Elementary
2570	Peabody Elementary
8345	Perea Elementary
8225	Promise Academy Spring Hill (ASD)
2597	Raleigh-Bartlett Meadows Elementary
2626	Robert R. Church Elementary
2627	Ross Elementary
2630	Rozelle Elementary
2633	Scenic Hills Elementary
2637	Sea Isle Elementary
2650	Sharpe Elementary
2655	Sheffield Elementary
2680	Shelby Oaks Elementary
2695	South Park Elementary
8228	Southern Ave Charter School/Norris Rd 2530
2705	Springdale Elementary
2715	Treadwell Elementary
8266	Vision Prep
2730	Vollentine Elementary
2745	Wells Station Elementary
2840	Westhaven Elementary
2750	Westside Elementary
2694	Whitney Achievement Elementary (ASD)
2800	Willow Oaks Elementary
2805	Winchester Elementary
2810	Winridge Elementary

NOTE: SCBE reserves the right to change the designated delivery locations and times by notifying the vendor.

8. **Pallets:** All orders are to be shipped on wooden pallets, stacked and secured in such a manner as to prevent the product from being crushed or from shifting or falling from the pallet, i.e.: banded, wrapped, or plastic shrink wrapped.

Wooden pallets are to be four-way pallets 40” x 48”. ***No pallet swap out offered.***

Product is to be loaded on pallets to facilitate forklift unloading.
Pallets containing cases of six number ten (10) cans shall have no more than forty-eight (48) cases per pallet to eliminate overhang.

All frozen products shall not be stacked on pallets any higher than fifty-six inches (56") high. **Any load stacked higher will be required to be broken down by the driver or his/her helper.** Extra pallets will be provided, if needed, by this warehouse for stacking fifty-six-inch (56") pallets. Case weight for each product shall not exceed fifty (50) pounds.

All dry products shall not be stacked on pallets any higher than 48 inches.

a. **Lumping:** If Vendor ships pallets higher than as stated above, a flat "lumping fee" of $600 per load will be accessed. The Vendor will be responsible for the payment of such lumping fee. If any loading and/or unloading is done by a SCBE personnel beyond the tailgate, including sorting or stacking or similar service, **Vendor must pay the flat "lumping fee." Any Vendor requiring more than 3 lumping fees will be charged in a contract time frame will be held accountable under the penalties for non-compliance listed in this document.**

9. **Quantities**: The quantities given are the ***approximate*** amounts expected to be ordered by Shelby County Board of Education during the bid period. Inclusion of an item on the bid form does not necessarily constitute an offer to buy nor does its obligate Shelby County Board of Education to purchase any quantity of the product. It is hereby agreed and understood that the District has the right to increase/reduce the quantities ordered in conjunction with this request based on budgetary restriction, the receipt of government commodities, or unanticipated usage. However, SCBE will only purchase the quantity needed.

10. **Specifications:** All items offered must be in accordance with specifications. When applicable, all 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 there are any formulation or pack size changes after the vendor's or manufacturer's brand has been approved, bidder must notify SCBE in writing with current nutritional's and get product re-approved. If product packing, delivery and/or product transport style and packaging is to be different than specified in the bid, the Bidder must state the deviation. Delivery and/or transporting products inconsistent with the bid specifications will result in at minimum the rejection of the shipment. 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. **NO PRODUCT WILL BE CONSIDERED FOR AN AWARD IF AN APPROVED NUTRITIONAL ANALYSIS SHEET, PRODUCT FORMULATION STATEMENT, CN LABEL OR CREDITING STATEMENT (IF APPLICABLE) AND THE SPECIFICATION SHEET DOES NOT ACCOMPANY THE BID PRICE.**

11. **Material Priced Incorrectly**: At any time during the term of this agreement, the contractor's or any subcontractor's books and records shall be subject to audit by the school district, state, or Federal government to the extent that the books and records relate to the performance of the contractor or subcontractor. As part of any award resulting from this process, Vendor (s) will discount all transactions as agreed. In the event the Shelby County Board of Education discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of non-compliance.

12. **Age and Condition of Items:** Stocks shall be fresh and sound, prepared in properly equipped

plants under modern sanitary conditions in accordance with the best commercial practice, and free from decay, discolorations or foreign matter. Containers are to be sound, clean, sturdy, and sealed. Opened or damaged packages will not be accepted. Please include a list of all expiration dates and the decoding process for expiration dates of products delivered. **All dry foods are to maintain a temperature at the industry standard for dry deliveries of 50° – 70°F. All refrigerated foods are to maintain a temperature of 40 degrees Fahrenheit or below, but not to go below 32 degrees Fahrenheit cold holding, ALL food items must have 50% remaining shelf life (per the chart below) to be counted from delivery date. The date of evaluation for Shelf Life will be counted as thus: Items being received at 11:00 a.m. CST or before will be counted as day 1, Deliveries made after 11:00 a.m. CST will be counted as day 0 and the following day will begin day 1.** If sending mixed expiration dates, lump all products with the same expiration date on the same pallet. If pallets are mixed, expiration dates must be easily identified. Failure to do so will result in lumping fees due upon arrival to Shelby County Schools warehouse (See condition #10a for fee amounts). **All frozen foods are to be delivered hard frozen at 0° Fahrenheit or below. Partially thawed goods will be rejected. Shelby County Board of Education will not refreeze partially thawed deliveries.** Packages are to have uniform identification codes stamped on the sides or ends. Brand, item, production code, and count are to be clearly identified on master cases and boxes within master cases. Freshness dating shall be legible on each individual item and each individual case. Any items received with a shelf life of less than indicated will be refused or returned at the contractor's expense. If inspection cannot be reasonably conducted upon delivery, but subsequent inspection (within 24 - 48 hours of delivery) indicates defective or damaged product, or products not meeting bid specifications, SCBE shall notify the Vendor and the Vendor shall either replace all non-conforming items or credit SCBE the cost of the non-conforming items. Failure to replace items not meeting the bid specification and/or defective and expired items shall be considered sufficient cause for default action under the DEFAULT provision of the agreement.

Inspection and Acceptance: Inspection and acceptance of all items shall be upon delivery. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Manufacturer at no cost to Shelby County Board of Education. If inspection cannot be reasonably conducted upon delivery, but subsequent inspection indicates defective or damaged product, products not meeting the shelf-life requirements, or products not meeting bid specifications, SCBE shall notify Vendor and Vendor shall either replace all non-conforming items or credit SCBE the cost of the non-conforming items. Failure to replace items not meeting the bid specification and/or defective items shall be considered sufficient cause for default action under the DEFAULT provision of the agreement.

MSCS warehouse will inspect all deliveries for the following:

- Evidence of tampering, incomplete labeling and discoloration of cases
- Pinholes, leaks or bulges in cans, foreign matter or decay
- Any visible signs of damage to product
- Unusual packing or packages
- Contamination – Insect or rodent activity on truck or around/on cases
- Received at proper temperatures
- Cleanliness of the truck delivering products i.e.: Excessive debris inside truck, liquid from food products, etc.
- Truck is in good repair
- No foreign objects on the truck
- Seal intact
- No chemicals delivered with food products

Analytical Laboratory Testing: Items may be sent out to a laboratory for analytical testing for bacteria (i.e. listeria, salmonella, apc, mold and yeast) and a product shelf-life study on items manufactured at the Central

Nutrition Center Central Kitchen utilizing the awarded vendor's product. The analytical laboratory has exceptional knowledge of food matrices and regulatory requirements for food items that are being manufactured and distributed to SCBE's school cafeterias. If a vendor's product results return with a high level or an unacceptable range of bacteria, the vendor's product will be removed from the "approved brands list" but not limited to losing the line-item award.

13. **Product Recall**: Vendor(s) awarded agreement(s) under this solicitation shall be required to notify Shelby County Board of Education of any manufacturer's recalls regarding items ordered under said agreements. 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 agreements between the Vendor and the District and for removal from the District's approved vendor list(s).

14. **Warranty**: The bidder/manufacturer agrees that all item(s) 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.

15. **CN Labels or Crediting Label**: Products which carry Child Nutrition (CN) labels are preferred.

16. **HACCP Program: Vendor must provide a letter with the bid stating that they have a HACCP program in place or documentation of manufacturing practices that follow *current* food safety compliance *standards*.**

17. **Approved Brands:** The approved brands are specified on the bid worksheet for this bid. Bidder with a product that meets the specifications may bid the product as an "approved equal." Samples for that "approved equal" must be submitted by the sample submission deadline to be considered for the bid. If SCBE listed an item with specifications and no approved brand(s), the bidder must submit a sample of the product by the sample submission deadline to be considered for the bid.

    Any Bidder submitting a sample(s) should submit it to be received on or before **N/A.** Items that are tested/evaluated, and APPROVED by the district, prior to the bid opening will be considered for awards. ***Sample submission response letters will be emailed as soon as the product has been evaluated. In the event that you have not received your sample submission response letter, please go ahead and bid your item(s). Do not let this be a deterrent for you not to submit a bid.***

18. **BID SAMPLE PROCEDURES**
    1. Vendors must submit nutritional information, product formulation sheet and/or credit statement on item(s) they would like to become an "approved brand" to the attention of the dietitian via email **Emily Papineau faquine@scsk12.org** to get the item nutritionally approved.to get the item nutritionally approved.

    2. The dietitian will review the nutritional information, product formulation sheet and/or credit statement in accordance with the bid specification(s). A decision will be made to the vendor within 24-48 hours stating whether their item(s) were nutritionally approved from the dietitian(s) via email. Once the item(s) are approved please follow the next steps to physically ship the product.

    3. Contact and coordinate with Jasmeen Plummer, Nutrition Analyst, on any samples of food or cafeteria supply items that meet bid specification(s) via email at **plummerj@scsk12.org** or by telephone at (901) 416-7914.

4. Samples of food and supply items are to be shipped to the address and attention listed below after been given the approval to ship item(s). Samples should be submitted in unopened cases with the manufacturer's label intact. The product case pack should be exactly as the product case pack to be procured. Cases should contain the product name, brand, and the item code imprinted by the factory. **Exception: Canned goods packed 6/#10 cans/case do not require the submission of a full case of product. It is the vendor's responsibility to ensure that single cans are packed to avoid damage during shipping.**

Shelby County Schools – Nutrition
Services Attn: J a s m e e n P l u m m e r
3176 Jackson Avenue
Memphis, TN 38112

5. All bid samples submitted will be tested and must meet a minimum of seventy-five percent (75%) approval rating to be deemed as an "approved brand" for current and future bids.
6. A letter will be issued via email from SCBE stating if the sample item(s) submitted by the vendor were approved or disapproved prior to bid opening. *In the event the vendor does not receive a letter, please bid all line items that a sample was submitted for on this particular bid.*
7. In the event a vendor fails to submit samples (i.e. if their product is not a current approved brand) and bids a line item, that line item only will not be evaluated by SCBE.

DO NOT SEND SAMPLES WITHOUT MAKING PRIOR ARRANGEMENTS TO ENSURE CONSIDERATION FOR THIS BID.

19. **Nutritional Facts Label or CN Labels or Product Formulation Statements or Crediting Statements**: Nutritional Analysis Data Sheets, including food allergen information, and CN labels (if applicable) MUST be included in each of the returned bid packets or complete the Product Formulation Statement for Documenting Grains in Child Nutrition Programs, the Product Formulation Statement for Documenting Vegetables and Fruits in School Meal Programs, and/or Product Formulation Statement for Documenting Meats/Meat Alternates (M/MA) form. Failure to include the requested information will result in disqualification of the bid quote for each item lacking the information. The Healthy Hunger Free Kids Act requires that food products and ingredients must contain zero grams of trans fat per serving. **All food products listed on the bid must be accompanied by the nutrition label or manufacturers specifications in order to ensure that no products containing trans-fat are awarded. Labels must also include calories, saturated fat and sodium content per serving**. If the product is a meat item and includes a minimal amount of naturally occurring trans-fat, the nutritional specifications must document the source of that trans-fat.

20. **Buy American Requirement**: This SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the
U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). **Note: products must be BOTH produced and processed in the U.S.**

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or

exception, the request must be completed using the Buy American Certification Form and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to the Menu Planning Manager, a minimum of five (5) days in advance
of delivery.

21. **USDA Commodity Report**: (APPLIES TO COMMODITY PROCESSED ITEMS ONLY). A yearly summary report is required. The report will be due on May 30 of the bid year, showing the USDA commodities received on behalf of Shelby County Board of Education, the number of pounds processed into each product, and the dates of shipment back to Shelby County Board of Education.

22. **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.

23. **Force Majeure or Uncontrollable Forces:** Either party's performance under this agreement is subject to acts of God, war, epidemics, government regulation, strikes, or any other occurrence or emergency beyond the party's control, making it impossible, illegal, or commercially impracticable for either party to perform its obligations under this agreement, in whole or in part. SCBE will exhaust all efforts to utilize product when applicable up to full orders as it pertains to the business needs of SCBE. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period and such
party shall endeavor to remove or overcome such inability with all reasonable dispatch.

24. **Right to Additional Competition:** Shelby County Board of Education occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of Shelby County Board of Education.

25. **Contract Termination:** Shelby County Board of Education reserves the right to terminate all or any part of this agreement 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.

26. **Basis for Ineligibility:** Unsatisfactory performance, including but not limited to, any of the following:
    a. Failure to comply with terms of SCBE's contract, including but not limited to: willful failure to perform in accordance with the terms of one or more contracts, a history of failure to perform or unsatisfactory performance of one (1) or more contracts.
    b. Offering unbalanced bids, i.e. failure to accurately bid forecasted quantities of vendor's or manufacturer's "approved brands."
    c. Failure to complete the work in the timeframe specified in the contract.

27. **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 (41CFP, 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

Rights to Inventions Made Under a Contract or Agreement (if applicable). [Appendix II to 2 CFR 200/7 CFR 3019.48].

28. **Master Processing Agreement for Commodity Processed Items:** (APPLIES TO COMMODITY PROCESSED ITEMS ONLY). Manufacturer must be on current USDA’s approved Commodity Processor list. Manufacturers must agree to enter into a Master Processing Agreement with the Tennessee Department of Agriculture if one is not already in place.

PART V
BID FORMS

Bid Instructions for Bid Worksheet Tab:
The bidder must complete the columns below of the Request for Bid Line-Item Price Sheet, which is attached to the Procurement's website located near the bid document.

Column	Column Name	Instructions
A	Stock Number	Information only.
B	Quantities	Information only.
C	Unit of Measurement	Information only.
D	Description	Information only.
E	Vendor	Enter for each item bid.
F	Terms	Enter for each item bid.
G	Brand	Enter for each item bid.
H	Product Code	Enter for each item bid.
I	Pack Size	Enter for each item bid.
J	Cost Per Serving	Enter for each item bid.
K	Cost per Unit/ Case	Enter for each item bid
L	Percent Eligible for Local Produce Items Grown within a 260 Mile Radius from Memphis Preference (0% - 100%)	Enter for each item bid.
M	Quantity of Produce Items Grown within 260 Miles from Memphis	Enter for each item bid.
N	**Preference Weighted Discount 5%**	**Calculated by Spreadsheet.**
O	**Extended Cost**	**Calculated by Spreadsheet.**
P	**Preference Weighted Bid Amount Total**	**Calculated by Spreadsheet.**
Q	Notes	Enter for each item bid.

"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) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS

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

1. INVITATION TO BID

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

2. GENERAL BID REQUIREMENTS

a. **AGGREGATE BIDS:** Where provision is made on the Bid form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the SCBE. When an aggregate bid is requested, the unit prices for each item shall be identified in the bid response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

b. **COMPLIANCE WITH SPECIFICATIONS:** The awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to the SCBE, which would provide sufficient data to enable The SCBE to judge the bidder's compliance with the specifications.

c. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Bidder, in writing, as an attachment to the bid response. Bidders are fully aware that any deviations may render their bid as non-responsive. The absence of a written list of specification deviations attached to the bid response will hold the Bidder strictly accountable to The SCBE to the specification as written. After Bid award, any deviation by the Awarded Bidder from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

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

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

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

3. BID PRICES

a. **UNIT PRICES:** The unit price offered may contain four points (.0000) beyond the decimal. All unit prices on items bid shall be completed on the Bid sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.

All prices are fixed for the duration of the contract period. Shelby County Board of Education is exempt from state sales and use taxes and Federal excise taxes. Each item shall be quoted separately. Prices quoted must be net, including the reduction of all discounts, commodity allowances and manufacturer's rebates.

b. **UNITS OF MEASURE:** Wherever The SCBE indicates the unit of measure required for bidding purposes and the Bidder's price(s) is based on a different unit of measure than that indicated in the bid, it shall be at the sole discretion of SCBE to determine whether the Bidder's price will be recalculated. The SCBE will not accept any bids with bidder escalator clauses, unbalanced figures, or irregular features.

c. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.

d. **PRICE REDUCTIONS:** The SCBE reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.

e. **TAXES:** SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

f. **EXTRA CHARGES**: Unless agreed by the parties in writing, charges in excess of the amounts agreed upon in the final contract shall not be allowed.

g. **NO COMMITMENT**: This 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. **Conditions and Assumptions:** All Bids and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between SCBE and the successful Bidder. Thus, in establishing the terms of any resulting contract, SCBE may assume the conditions and assumptions underlying the Bid submitted by the successful Bidder are accurate.

i. **Ethics in Public Contracting**: 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.

j. 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.

k. 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.

l. **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 SCHEDUELED 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.

m. **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.

n. **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, the SCBE Director of Purchasing reserves the right to decide, on a case-by-case basis, in his or her sole discretion, whether to reject such a Bid.

o. **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.

p. **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.

q. **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.

r. **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.

s. **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.

t. **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.

u. **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.

v. **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.

w. **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. **LIQUIDATED DAMAGES:** 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 SCBE agreement. Poor vendor performance may result in removal 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, email and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary.

b. **PARTNERSHIPS:** Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

c. **CORPORATIONS**: Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do so.

d. **BID PREPARATION FEES:** The SCBE will not be responsible for any costs incurred by a Bidder in preparing and submitting a Bid in response to a bid.

e. **BID EVALUATION:** While these specifications are intended to describe the principal features of the items bid on, Bidders are notified that the proposed items will be evaluated for compliance with detailed specifications. The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the General Terms and Conditions, which identify an individual line item, group bid or an aggregate basis. Bids shall be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. Evaluation may also be made for other factors such as serviceability, functional suitability, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The SCBE will consider the Bidder's record and performance of any prior contracts with the SCBE, federal departments or agencies, or with other public bodies.

f. **TIE BIDS:** In the event of tie bids, where all other factors such as past performance on purchases/contracts or Bidder's service or delivery record are considered comparable, the selection of the successful Vendor shall be made by the Procurement Director via a coin toss.

g. **BID AWARD:** Bids will be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. The award may be subject to final review and approval by the SCBE. Upon acceptance and approval of the bid(s) by the SCBE, the SCBE may grant its approval subject to such conditions as it may deem appropriate. In such cases, a Notice of Award will not be issued until the award has been approved by the SCBE.

6. COMMENCEMENT OF SERVICES

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

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 email to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.

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

8. ANNULMENTS AND RESERVATIONS

a. **RIGHT TO REJECT:** The SCBE reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. The SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the SCBE also reserves the right not to order any items(s) within the specification.

b. **WAIVER OF TECHNICAL DEFECTS:** The SCBE reserves the right to waive minor technical defects or minor irregularities, if in its judgment the interest of The SCBE shall so require.

c. **CONTRACT RESERVATIONS:** The SCBE reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The SCBE materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The SCBE to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental restrictions, or the inability to obtain transportation, the SCBE reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental action, or the inability

to obtain transportation, the SCBE reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

9. TERMINATION OF CONTRACT

a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The SCBE may terminate this contact, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The SCBE shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

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

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: Item Numbers, Description of Item, Quantity, Unit Price extensions, and total. Each invoice shall reflect the SCBE Purchase Order Number, Ship to Location, and all the items on the invoice shall be listed in the same sequence as listed on the Purchase Order.

b. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on the Purchase Order. Partial payments may be paid if partial shipments have been made.

c. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the SCBE, then the SCBE shall have no obligation to pay for the stale invoices.

d. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the SCBE.

e. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the SCBE of Education and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorneys' fees, litigation expenses and court costs, connected therewith, brought against the SCBE, the SCBE and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.

12. INSURANCE:

a. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the SCBE, damage to the property of others, including the SCBE, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.

b. The following coverages and limits are required of all vendors:

1. General Liability, including Products Liability & Completed Operations - $1,000,000 per occurrence/$2,000,000 aggregate
2. Workers Compensation – Statutory Benefits (Only required if the Contractor will be delivering the product(s) to our building).
3. Employers Liability - $1,000,000 each accident/$1,000,000 injury by disease/$1,000,000 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 the 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 the SCBE and made available by the Bidder to the SCBE and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of five (5) years after final payment or such longer period of time as required by law or rule or regulations.

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

17. PUBLIC STATEMENTS

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

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 the SCBE and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in publications whereby the information or data furnished by or about particular person or establishment can be identified, except with the consent of such person or establishment.

b. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise rerolled in, a SCBE program affected by or benefiting from services under this bidder for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

20. NON-HIRING OF EMPLOYEES

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

21. RELATIONSHIP TO THE SCBE

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

22. AVAILABILITY OF FUNDS

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

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 the SCBE, unless such infringement or claim results from the Bidder following written instruction or directions of the SCBE. Bidder shall indemnify the SCBE for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. The Bidder shall defend or settle, at Bidder's own expense, any action or suit for which Bidder is responsible hereunder. The SCBE shall notify Bidder promptly of any claim or infringement for which Bidder is responsible and shall cooperate with Bidder in every way to facilitate the defense of any such claim.

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, the 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 the 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)
IFB# 12092026MT
2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

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 the 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# 12092026MT
2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

This form is available electronically. OMB Control No. 0505-0027 Expiration Date: 09/30/2025

AD-1048

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 responsible agency or USDA's TARGET Center at (202) 720- 2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint 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) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

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

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

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

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

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(10)

Food and Nutrition Service

APPENDIX D - PRODUCT FORMULATION STATEMENT

(TO BE SUBMITTED WITH BID)

IFB# 12092026MT

2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

Product Formulation Statement for Documenting Grains in Child Nutrition Programs

(Crediting Standards Based on Grams of Creditable Grains (ounce equivalent))

Program operators should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Program operators have the option to choose the crediting method that fits their specific menu planning needs.

Product Name: _____ Code No.: _____

Manufacturer: _____ Serving Size: _____

(raw dough weight may be used to calculate creditable grains)

I. Does the product meet the whole grain-rich criteria? Yes _____ No _____

II. Does the product contain non-creditable grains? Yes _____ No _____ **How many grams?** _____
(Products with more than 0.24 ounce equivalent (oz eq) or 3.99 grams (g) for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.)

III. Use Exhibit A: Grain Requirements for Child Nutrition Programs in the *Food Buying Guide for Child Nutrition Programs* (FBG) to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). *(Different methodologies are applied to calculate the grains contribution based on creditable grains. Groups A-G use the standard of 16g creditable grains per oz eq; Groups H and I use the standard of 28g creditable grains per oz eq or volume.)*

Indicate which Exhibit A Group (A-I) the product belongs: _____

DESCRIPTION OF CREDITABLE GRAIN INGREDIENT*	GRAMS OF CREDITABLE GRAIN INGREDIENT PER PORTION[1] A	GRAM STANDARD OF CREDITABLE GRAINS PER OZ EQ *(16g or 28g)*[2] B	CREDITABLE AMOUNT A ÷ B
		Total	
		Total Creditable Amount[3]	

* Creditable grains vary by Program. See the FBG for specific Program requirements.

[1] (Serving size) **X** (% of creditable grains in formula); serving sizes other than grams must be converted to grams.

[2] Standard grams of creditable grains from the corresponding Group in Exhibit A.

[3] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased _____

Total contribution of product (per portion) _____ oz eq

I certify that the above information is true and correct and that a _____ ounce portion of this product (ready for serving) provides _____ oz eq grains. I further certify that non-creditable grains **are not** above 0.24 oz eq per portion. Products with more than 0.24 oz eq or 3.99g for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.

_____	_____	
Signature	Title	
_____	_____	_____
Printed Name	Date	Phone Number

United States Department of Agriculture

Food and Nutrition Service

Product Formulation Statement for Documenting Grains in Child Nutrition Programs

(Crediting Standards Based on Exhibit A Weights per Ounce Equivalent)

Program operators should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Program operators have the option to choose the crediting method that fits their specific menu planning needs.

Product Name: _____ Code No.: _____ Manufacturer: _____

_____ Serving Size: _____

I. Does the product meet the whole grain-rich criteria? Yes _____ No _____

II. Does the product contain non-creditable grains? Yes _____ No _____ **How many grams?** _____
(Products with more than 0.24 ounce equivalent (oz eq) or 3.99 grams (g) for Groups A-G and 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.)

III. Use Exhibit A: Grain Requirements for Child Nutrition Programs in the *Food Buying Guide for Child Nutrition Programs* (FBG) to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). *(Different methodologies are applied to calculate the grains contribution based on creditable grains. Groups A-G use the standard of 16g creditable grains per oz eq; Groups H and I use the standard of 28g creditable grains per oz eq or volume.)*

Indicate which Exhibit A Group (A-I) the product belongs: _____

DESCRIPTION OF PRODUCT PER EXHIBIT A	PORTION SIZE OF PRODUCT AS PURCHASED A	WEIGHT OF ONE OZ EQ AS LISTED IN EXHIBIT A B	CREDITABLE AMOUNT A ÷ B
		Total Creditable Amount[1]	

[1] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased _____ Total contribution of

product (per portion) _____ oz eq

I further certify that the above information is true and correct and that a _____ ounce portion of this product (ready for serving) provides _____ oz eq grains. I further certify that non-creditable grains **are not** above 0.24 oz eq per portion. Products with more than 0.24 oz eq or 3.99g for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.

_____ _____

Signature Title

_____ _____ _____

Printed Name

United States Department of Agriculture

Food and Nutrition Service

Product Formulation Statement for Documenting Vegetables and Fruits in School Meal Programs

Program operators should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative.

Product Name: _____ Code No.: _____

Manufacturer: _____ Serving Size: _____

I. Vegetables Component

Fill out the chart below to determine the creditable amount of vegetables.

DESCRIPTION OF CREDITABLE INGREDIENT PER FOOD BUYING GUIDE (FBG)	VEGETABLE SUBGROUP	OUNCES PER RAW PORTION OF CREDITABLE INGREDIENT A	MULTIPLY	FBG YIELD[1] B	DIVIDE	PURCHASE UNIT IN OUNCES C	CREDITABLE AMOUNT[2] (QUARTER CUPS) A x B ÷ C
			x		÷		
			x		÷		
			x		÷		
						Total Creditable Vegetables Amount:	

[1] FBG yield = either Servings per Purchase Unit column or Additional Information column, as applicable.

[2] FBG calculations for vegetables are in quarter cups. See next page for Quarter Cup to Cup Conversions.

- Vegetables and vegetable purees credit on volume served. Tomato paste and puree credit as a calculated volume based on the yields in the FBG.
- At least ⅛ cup of recognizable vegetable is required to contribute toward a specific vegetable subgroup.
- Pasta made from vegetable flour(s) may credit as a vegetable even if the pasta is not served with another recognizable vegetable.
- The other vegetable subgroup may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups.
- Program operators may offer any vegetable subgroup to meet the total weekly requirement for the additional vegetable subgroup.
- Raw leafy green vegetables credit as half the volume served in school meals (example: 1 cup raw spinach credits as ½ cup dark green vegetable).
- Legumes may credit toward the vegetables component or the meat alternates component, but not as both in the same meal. The Program operator will decide how to incorporate legumes into the school meal. However, a manufacturer should provide documentation to show how legumes contribute toward the vegetables component and the meat alternates component.
- The PFS for meats/meat alternates may be used to document how legumes contribute toward the meat alternates component.

Total Cups Beans/Peas (Legumes)	
Total Cups Dark Green	
Total Cups Red/Orange	
Total Cups Starchy	
Total Cups Other	

I certify the above information is true and correct and that _____ ounce serving of the above product contains

_____ cup(s) of _____ vegetables.
(vegetable subgroup)

II. Fruits Component
Fill out the chart below to determine the creditable amount of fruits.

DESCRIPTION OF CREDITABLE INGREDIENT PER FOOD BUYING GUIDE (FBG)	OUNCES PER RAW PORTION OF CREDITABLE INGREDIENT A	MULTIPLY	FBG YIELD[1] B	DIVIDE	PURCHASE UNIT IN OUNCES C	CREDITABLE AMOUNT[2] (QUARTER CUPS) A x B ÷ C
		x		÷		
		x		÷		
		x		÷		
					Total Creditable Fruits Amount:	

[1]FBG yield = either Servings per Purchase Unit column or Additional Information column, as applicable.

[2]FBG calculations for fruits are in quarter cups. See below for Quarter Cup to Cup Conversions.

- Fruits and fruit purees credit on volume served.
- At least ⅛ cup of recognizable fruits are required to contribute toward the fruits component.
- Dried fruits credit double the volume served in school meals (example: ½ cup raisins credits as 1 cup fruit).

I certify the above information is true and correct and that _____ ounce serving of the above product contains

_____ cup(s) of fruit.

Quarter Cup to Cup Conversions*

0.5 Quarter Cups = ⅛ Cup vegetable/fruit
1.0 Quarter Cups = ¼ Cup vegetable/fruit
1.5 Quarter Cups = ⅜ Cup vegetable/fruit
2.0 Quarter Cups = ½ Cup vegetable/fruit
2.5 Quarter Cups = ⅝ Cup vegetable/fruit
3.0 Quarter Cups = ¾ Cup vegetable/fruit
3.5 Quarter Cups = ⅞ Cup vegetable/fruit
4.0 Quarter Cups = 1 Cup vegetable/fruit

*The result of 0.9999 equals

Signature _____ Title _____

Printed Name _____ Date _____ Phone Number _____

United States Department of Agriculture

Food and Nutrition Service

Product Formulation Statement for Documenting Meats/Meat Alternates (M/MA) in Child Nutrition Programs

Program operators should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative.

Product Name: _____ Code No.: _____

Manufacturer: _____ Serving Size: _____

I. Meats

Fill out the chart below to determine the creditable amount of Meats.

DESCRIPTION OF CREDITABLE MEAT INGREDIENT PER FOOD BUYING GUIDE (FBG)	OUNCES PER RAW PORTION OF CREDITABLE MEAT INGREDIENT A	MULTIPLY	FBG YIELD[1] B	CREDITABLE AMOUNT A x B
		x		
		x		
		x		
			C. Total Creditable Meats Amount[5]	

[1] FBG yield = Additional Information column.

II. Meat Alternates

Fill out the chart below to determine the creditable amount of Meat Alternates.

DESCRIPTION OF CREDITABLE MEAT ALTERNATE INGREDIENT PER FOOD BUYING GUIDE (FBG)	OUNCES PER RAW PORTION OF CREDITABLE MEAT ALTERNATE INGREDIENT D	MULTIPLY	FBG YIELD[2] E	DIVIDE	PURCHASE UNIT IN OUNCES F	CREDITABLE AMOUNT[2] D x E ÷ F
		x		÷		
		x		÷		
		x		÷		
G. Total Creditable Meat Alternates Amount[5]						

[2] FBG yield = Servings per Purchase Unit column.

III. Alternate Protein Products (APP)

Fill out the chart below to determine the creditable amount of APP. Documentation must be provided as described in Attachments A and B for each APP used.

DESCRIPTION OF APP, MANUFACTURER'S NAME, AND CODE NUMBER	OUNCES DRY PER APP PORTION H	MULTIPLY	% OF PROTEIN AS IS[3] I	DIVIDE[4]	CREDITABLE AMOUNT APP H x I ÷ 18
		x		÷ 18	
		x		÷ 18	
		x		÷ 18	
				J. Total Creditable APP Amount [5]	
K. TOTAL CREDITABLE AMOUNT (C + G + J rounded down to nearest 0.25 oz)[5]					

[3] Attached documentation provides % of Protein As-Is.

[4] 18 is the percent of protein when fully hydrated.

[5] Total Creditable Amount must be rounded **down** to the nearest 0.25 oz (example: 1.49 rounds down to 1.25 oz equivalent meat/meat alternate). If crediting M/MA and APP, round down after adding the Total Creditable Amount for Meats, Meat Alternates, and APP in boxes C, G, and J.

Total weight (per portion) of product as purchased _____

Total creditable amount of product (per portion). (Reminder: total creditable amount (per portion) cannot exceed the total weight (per portion).) _____

I certify that the above information is true and correct and that a _____ ounce serving of the above product (ready for serving) contains _____ ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

_____	_____
Signature	Title
_____	_____ _____
Printed Name	Date Phone Number

Attachment A

Requirements for Documenting Alternate Protein Products (APP)

Products formulated using an APP as an ingredient should include APP documentation with the Product Formulation Statement (PFS) to demonstrate how the APP meets the Child Nutrition Program (CNP) Regulations. The APP documentation must be on company letterhead of the manufacturer providing the APP ingredient and include the following:

a) Providing a statement that the APP meets the requirements found in Appendix A of 7 CFR 210, 220, 225, and 226.

b) Showing that the product has been processed so that some portion of the non-protein constituents has been removed.

c) Providing the Protein Digestibility Corrected Amino Acid Score (PDCAAS). The PDCAAS is required to be greater than 80% of casein and indicating how the PDCAAS was determined.

d) Showing that the protein level is at least 18% by weight when fully hydrated or formulated.

e) Providing the protein level of an APP on an “as-is” basis for the as-purchased product. Protein is often provided on a moisture free basis (mfb) which is not the information FNS requires.

Attachment B

Sample supporting documentation for Alternate Protein Products

SOY COMPANY X
Soy Protein Concentrate Product Y

Documentation for Company X Product(s) Used as Alternate Protein Products (APP) for Child Nutrition Programs

a) Company X certifies that Product Y meets all requirements for APP intended for use in foods manufactured for Child Nutrition Programs as described in Appendix A of 7 CFR 210, 220, 225, and 226.

b) Company X certifies that Product Y has been processed so that some portion of the non-protein constituents have been removed by fractionating. This product is produced from soybeans by removing the majority of the soybean oil and some of the other non protein constituents.

c) The Protein Digestibility Corrected Amino Acid Score (PDCAAS) for Product Y is 0.99. It was calculated by multiplying the lowest uncorrected amino acid score by true protein digestibility as described in the Protein Quality Evaluation Report from the Joint Expert Consultation of the Food and Agriculture Organization/World Health Organization of the United Nations, presented December 4-8, 1989, in Rome, Italy. The PDCAAS is required to be greater than 0.8 (80% of casein).

d) The protein level of Product Y is at least 18% by weight when fully hydrated at a ratio of 2.43 parts water to one part product.

e) The protein level of Product Y is certified to be at least 61.8% on an "as-is" basis for the as- purchased product. *(Note: Protein is often provided on a moisture free basis (mfb) which is not the information FNS requires.)*

All of the above information is required for APP and must be presented for approval.

Note: It is also helpful to have the ingredient statement for product Y. For example, if the product is uncolored and unflavored, the ingredient statement might be "soy protein concentrate," or if the product is colored and textured, the ingredient statement might be "textured vegetable protein (soy flour, caramel color)."

EXAMPLE

APPENDIX E - CERTIFICATE OF INSURANCE COVERAGE
(TO BE SUBMITTED WITH BID)
2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

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	$1,000,000			

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

( ) POLICY WILL BE OBTAINED/ISSUED ON_____

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

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

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

1. Complete form “CERTIFICATION OF INSURANCE COVERAGE” or

2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

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

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

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

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

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

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

_____ _____

(AUTHORIZED AGENT’S SIGNATURE) **(DATE)**

APPENDIX F – PRICING CONFIRMATION
(TO BE SUBMITTED WITH BID)
2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027
IFB# 12092026MT

CONTRACTOR NAME: _____

ADDRESS: _____

_____

TO: BOARD OF EDUCATION OF SHELBY COUNTY

We propose to provide to the Board of Education of Shelby County **2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027** bid in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of **IFB 12092026MT.**

Instructions:

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

The undersigned agrees to furnish all labor, materials, and services necessary to provide USDA Commodity Processed-Commercial Equivalent Items for Board of Education of Shelby County Schools in accordance with the attached specifications, and other related contract documentation.

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

Name _____ **Title** _____

Signature _____ **Date**_____

Email Address _____

Buy American Certification

Instructions

We require that suppliers comply with the Buy American provision in all program meals and:

1) certify that the products they are offering are domestic; **or**
2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least ***(SFA: insert the number of days that the district must be notified by the vendor of a potential substitution. Allow enough time to communicate the approval or disapproval of the substitution request prior to delivery.)*** days prior to the scheduled delivery date.

Item as specified (include vendor number)	**Reason for exception (check one: "Limited or lack of availability" or "Price")**		**Alternative substitute item (include vendor number)**	**Price of Domestic Product**	**Price of Non-Domestic Product**	**Country of Origin**
	Limited or lack of availability	**Price**				
The vendor must list the name of the product as purchased. Include the vendor's item number.	**Check one reason for the exception: either limited/lack of availability *OR* price. An example of limited availability may be pineapples. There may not be enough bulk pineapples to supply commercial outlets. An example of price considerations could be that domestic watermelons are $7.00 each and non-domestic watermelons are $5.00 each.**		**The vendor must list the proposed substitution including the vendor number.**	**The vendor must list the price of the requested item (domestic).**	**The vendor must list the price of the suggested alternative item (non-domestic).**	**The vendor must list the country of origin for any Non-Domestic Product**
			Note: If the suggested alternative is due to limited or lack of availability, there will not be two price submissions (only the alternative price will be listed).			

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

What other alternatives to using Non-Domestic food products were considered?

_____

I/We, (***vendor name***), certify that all food items on this bid have at least (***vendor inserts percentage***) percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

_____ _____

Authorized signature *Date*

APPENDIX G - REGARDING "BUY AMERICAN" REQUIREMENTS

We require that suppliers comply with the Buy American provision in all program meals and:

1) certify that the products they are offering are domestic; or
2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least (_) days prior to the scheduled delivery date.

Item as specified (Include vendor number)	Reason for exception (Check one: "Limited or lack of availability" or "Price")		Alternative substitute items (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non- domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

What other alternatives to using non-domestic food products were considered?

Requested Waiver Items

I/We, _____, certify that all food items on this bid have at least _____ percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

_____ _____

Authorized signature **Date**

APPENDIX H - PRODUCT INFORMATION PROFILE FORM

2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

IFB# 12092026MT

BID WILL ONLY BE ACCEPTED WITH THE COMPLETION OF THE PRODUCT INFORMATION PROFILE FORM AND THE DECODING PROCEDURE DOCUMENTATION

Provide the decoding procedure documentation for expiration and manufacture date. Immediately after the Product Information Profile form.

Please write legibly or type the below information

	VENDOR NAME:			QUALITY CONTROL MANAGER NAME:			PHONE: E-MAIL:
	SCS STOCK #:	**VENDOR STOCK #:**	**PRODUCT NAME / DESCRIPTION:**	**PRODUCT STORAGE TYPE (Dry, Frozen, or Refrigerated):**	**CASES PER PALLET:**	**LEAD TIME:**	**PRODUCT SHELF LIFE:**
1				○ Freezer ○ Cooler ○ Dry			
2				○ Freezer ○ Cooler ○ Dry			
3				○ Freezer ○ Cooler ○ Dry			
4				○ Freezer ○ Cooler ○ Dry			

NOTE: *ALL products must have 50% shelf life upon delivery (exceptions are canned fruits and vegetables: 50%-70%).

If pallet(s) have several expiration dates, the expiration date must be clearly labeled and identifiable.

APPENDIX I - ADDENDA ACKNOWLEDGEMENT
(TO BE SUBMITTED WITH BID)
IFB# 12092026MT
2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

(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 J
(TO BE SUBMITTED WITH BID)
IFB# 12092026MT
2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

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 K
(TO BE SUBMITTED WITH BID)
IFB# 12092026MT
2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

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/centralhttps://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.htmlprocurement-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-L ANTI BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH BID)

IFB# 12092026MT
2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____and the party making a certain proposal or RFP dated, _____20___, to the Shelby County of Education:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 39-16-101 of the State of Tennessee Code of Ethics Ordinance or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 39-16-102 Bribery of Public Servant 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_____
Respondent, if the respondent is an individual

Partner, if the respondent is a partnership

x_____

Officer, if the respondent is a corporation
x_____

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

x_____ Notary Public

My commission expires: _____

APPENDIX M - NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH BID)
IFB# 12092026MT
2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

PROJECT TITLE: _____

PROJECT LOCATION: _____

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 N – PROMISE OF NON-DISCRIMINATION STATEMENT
(TO BE SUBMITTED WITH BID)
IFB# 12092026MT
2nd Semester FFVP Produce Bid January 1, 2027 – June 30, 2027

PROJECT TITLE: _____

PROJECT LOCATION: _____

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** _____