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 14, 2026, by 11:00 A.M., CST**

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

Central Nutrition Center
Undercounter Ice Machine with Water Filter Assembly

The Shelby County Board of Education ("SCBE") is requesting bids for the purchase of **Undercounter Ice Machine with Water Filter Assembly** 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.

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

Questions or requests for clarification of technical issues and terms pertaining to this Bid must be submitted in writing via e-mail to Daphne Mathis at mathisd2@scsk12.org by **Tuesday November 24, 2026, @ 11:00 AM CST.**

ISSUED BY: Daphne Mathis **IFB # 12142026DEM**

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 **Undercounter Ice Machine with Water Filter Assembly.**

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.

Shelby County Board of Education reserves the right to make selection of manufacturers in the best interest of its/their school systems. Shelby County Board of Education reserves the right to reject any and all bids or to award the bid either in whole or in part to the bidders whose bids in their opinion meet all the established criteria and are the lowest cost for the requested services.

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 **Undercounter Ice Machine with Water Filter Assembly.** 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.

5.0 NOTICE OF INTENT TO AWARD

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

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

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

TERMS OF AGREEMENT:
The anticipated term of this contract is one (1) year with the option to purchase additional units at the award price for an additional one (1) year.

A. SCBE expects all vendors to provide year-over-year cost reductions recommendations.

B. Price decreases are acceptable at any time, need not be verifiable, and are required should the vendor/producer/processor/manufacturer experience a decrease in costs associated with the execution of the contract.

C. Price adjustments from the vendor/producer/processor/manufacturer for any/all items may be considered at renewal, if applicable noted in the IFB/RFP document. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.

D. 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.

2.0 PRE-BID MEETING (N/A)

3.0 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 @ 11:00 A.M., CST.** Questions that are deemed to be substantive in nature will be responded in the form of an addendum and posted on SCBE website www.scsk12.org/procurement. Please do not submit questions in PDF format.

5.0 BID TIMELINE

Bid Posted	**11/18/26**
Questions Due	**11/24/26 @11AM CST**
Q & A	**11/30/26**
Approved Equivalent Submissions Due	**12/03/26 @ 4PM CST**
Addendum Posted	**12/08/26**
Bid Due Date/Time	**12/14/26 @11AM CST**

6.0 POINT OF CONTACT

Daphne Mathis, Senior Buyer
Central Nutrition Center
E-mail: mathisd2@scsk12.org

7.0 CONTRACT MONITOR/SCBE SUPERVISION

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

8.0 CONTRACT TYPE

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

9.0 PAYMENT TERMS

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

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

10.0 INVITATION FOR BID (IFB) REVISIONS

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

11.0 SUBMISSION DEADLINE

In order to be eligible for consideration, bids must be received at the Central Nutrition Center (CNC) no later than **December 14, 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.**

12.0 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.

13.0 DURATION OF BID

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

14.0 E- COMMERCE

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 MSCS.

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

15.0 INSURANCE

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.

16.0 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 payment of liquidated damages as stated in the bid document.

17.0 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.

18.0 COMPLIANCE WITH LAWS

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

19.0 BONDING- (N/A)

20.0 TERMS AND CONDITIONS

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

It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and county laws, rules, ordinances, statutes, etc., that may impact 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 this solicitation any of the General Terms and Conditions proposed by any bidder or incorporated in any acknowledgement of contract awarded to the successful bidder, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Procurement Director.

21.0 BASIS OF AWARD

Items on this bid will be awarded on an "**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.

22.0 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 one (1) year 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 shall be accompanied by supporting documentation.

E. Bidder guarantees that any increase in rates for the optional, additional one year 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.

23.0 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 Financial Officer (CFO) upon receipt of the protest.

5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

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 Financial Officer.

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. A template worksheet will be provided by the Shelby County Board of Education. No other form will be considered. **All Bidders must submit a USB flash drive (readable by Microsoft Windows 7 version) as well as include copies of bid documents, bid worksheets and related documents.** Also, bidders must provide a hardy copy of bid worksheets typewritten as a backup. 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 Monday, December 14, 2026***:

1. Completed Invitation for Bid form
2. Certification Regarding Lobbying (Appendix B)
3. Completed Debarment Affidavit (Appendix C)
4. Completed Pricing Confirmation (Appendix D)
5. Bid Pricing Form (Appendix E)
6. Promise of Non-Discrimination Statement (Appendix F)
7. Addenda Acknowledgement (Appendix G)
8. Manufacturer Specification Sheet
9. Completed State of Tennessee Non-Boycott of Israel Certification (Appendix H)
10. Completed State of Tennessee Iran Divestment Act Certification (Appendix I)
11. Completed Anti-Bribery Affidavit (Appendix J)
12. Completed Non-Collusion Certification (Appendix K)
13. Completed Promise of Non-Discrimination Statement (Appendix L)
14. A **USB flash drive** (readable by Microsoft Windows 7 version) that shall include copies of Bid documents, bid worksheets and related documents.

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

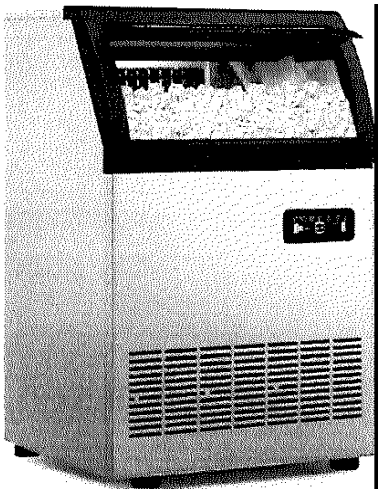
Part IV Scope of Work Specifications

Bid Specifications: MSCS is requesting a bid for the items in Appendix E based on the specifications given. Please include the bid cost per item.

UNDERCOUNTER ICE CUBE MACHINE

Accepted type: Atosa, Koolaire, Manitowoc

Complete installation with water filter housing attached



Features

- Simple controls, convenient, reliable and long lasting.
- Simple 3-way switch for on/off/clean. No need to remove the front panel.
- Front air intake and discharge.
- Easy to remove, re-usable air filter to keep the condenser cleaner.
- Ice size: Cube
- Hideaway bin door slides under the ice machine top.
- **Warranty-** ice maker 3 years, evaporator 5 yrs and compressor 5 yrs parts and labor

Up to 258 lbs. (117 kg) of daily ice production

Minimum 30" wide (76.20 cm), 28.15" (71.52 cm) deep and 38.5" (97.8 cm) high with 6" (15.24 cm) legs

Cabinet volume minimum 4.52 ft 3 {0.128 m3) 134 lbs. (61 kg) ice storage capacity*

Application capacity based on 90% volume X 33 lbs./ ft 3 average density of ice

Ice Machine Electric

Power Cord:

115/60/1 ice machines are factory pre-wired with a 6' (180 cm) power cord and NEMA 5-lSP-plug configuration

Total Amps: 115/60/1 Air-cooled: 10.7 Amps Maximum fuse size

Air-cooled; 15 amps

HACR-type circuit breakers can be used in place of fuses

Specifications

BTU Per Hour:

2,700 (average) and 3,300 (peak)

Compressor:

Nominal rating: .33 HP

Cupra-Nickei Condenser: (Water-cooled models) Adds protection from corrosive kPA) water elements

Operating Limits:

Ambient Temperature Range:

40°to 110°F (4.4"to 43.3C)

Water Temperature Range:

45°to 90°F (4.4°to 32.2°C)

Water Pressure Ice Maker Water In:

Min. 20 psi (137.9

Max. 80 psi {551.1kPA)

ICE SHAPE



CUBE

¾" x ¾" x ¾"

(2.22 x 2.22 x 2.22 cm)

❄ / 💧 = 100%

Refrigerant: R-404A

School Names

2245 Geeter
2330 Hawkins Mill
300 Belle Forrest
5015 Gordon Achievement
2570 Peabody Elem
2165 Dunbar Elem
2612 Ridgeway Middle
2053 Brewster Elem
2331 Hickory Ridge Elem
2117 Cordova Elem
2333 Hickory Ridge Middle
2540 Oakhaven Elem
2655 Sheffield Elem
2717 Riverwood Elem
2325 Havenview Middle
2155 Douglas Elem

Bidder's Responsibility

1. Bidder will be responsible for complete installation.
2. Bidder must meet all electrical and plumbing codes.
3. Bidder must have a qualified/certified plumber do the work.
4. Bidder must meet NSF/ANSI 12 standards for automatic ice making equipment.
5. Bidder must ensure draining hose has air gap at least 1 inch from the drain housing, and ensure gravity drain or pump assisted drain depending on the model.
6. Bidder must have a water supply line made of copper not braided stainless steel or pex tubing.
7. Unit must have a shut off valve installed.
8. Bidder must install water filter housing with unit. MSCS will provide water filter.
9. No shark bites on water line, must be soldered on.
10. Compression or soldered joints a must.

MSCS requirements, installation, and materials to be used

1. Plumbing Permits
2. Soft copper tubing will be required for the water connections, fittings will be lead free soldered, flared brass, or compression brass type fittings. No plastic or poly allowed.
3. Water softener or filter required for installation.
4. Backflow preventer per. code on water connections.
5. NO shark bite or push type fittings, pro press type fittings allowed for installation.
6. Ball valve before backflow and filter required.
7. All piping to be properly supported to floor or walls.
8. No pumps will be excepted for drainage must be gravity indirect waste connections with the proper air gap maintained.
9. No fern coat type drainage fittings will be allowed.

Equivalent Brands Submission Requirements

Approved Brands: The approved brands are specified on the Scope of Work Specification for this bid. Bidder with a product that meets the specifications may bid the product as an "approved equivalent." To be considered as an "approved equivalent" the Brand and Model number must be submitted by the Approved Equivalent submission deadline to be considered for the bid. If SCBE listed an item with specifications and no approved brand(s), the bidder must submit the Brand and Model number of the product by the approved equivalent submission deadline to be considered for the bid.

Any Bidder submitting a Brand and Model number for consideration as an approved equivalent must submit it to be received by **Thursday, December 03, 2026, by 4:00 PM CST.** All approved equivalent submissions should be sent to Darryl Hunt, Equipment Operations Manager. Her contact information is below. Brand and Model numbers that are evaluated and APPROVED by Darryl Hunt prior to the bid opening will be considered for awards. An addendum containing added Approved Equivalent Brands and Model numbers will be posted on **Tuesday, December 08, 2026**.

Darryl Hunt, Equipment Operations Manager
Direct Phone: 901-416-5560
e-mail address: huntd1@scsk12.org

PART V: BID FORMS

"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 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; or

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

PART V: 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 requests. 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.

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 on. 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.

h. **Conditions and Assumptions:** All Bids and related documents submitted shall be based on the same conditions and assumptions that will underline 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 promotes efficiency and honesty in the Purchasing function; creates a business atmosphere where honesty and integrity prevail; portrays a wholesome approach to conduct 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 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.

x. **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 in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do so.

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

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

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

g. **BID AWARD:** Bids will be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. The award may be subject to final review and approval by the SCBE.

Upon acceptance and approval of the bid(s) by the SCBE, the SCBE may grant its approval subject to such conditions as it may deem appropriate. In such cases, a Notice of Award will not be issued until the award has been approved by the SCBE.

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

APPENDIX B CERTIFICATION REGARDING LOBBYING

(TO BE SUBMITTED WITH BID)

IFB # 12142026DEM Undercounter Ice Machine with Water Filter Assembly

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

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

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

(1) **No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.**

(2) **If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**

(3) **The undersigned shall require that the language of the certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.**

_____

FNS Grant/Cooperative Agreement

_____

Name/Address of Organization

_____

Name/Title of Submitting Official

_____

Signature _____ **Date** _____

APPENDIX C - DEBARMENT AFFIDAVIT

(TO BE SUBMITTED WITH BID)

IFB # 12142026DEM Undercounter Ice Machine with Water Filter Assembly

This form is available electronically.

OMB Control No. 0505-0027
Expiration Date: 04/30/2022

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 (https://www.ascr.usda.gov/filing-program discrimination-complaint-usda-customer) 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.

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

APPENDIX D – PRICING CONFIRMATION

(TO BE SUBMITTED WITH BID)

IFB # 12142026DEM Undercounter Ice Machine with Water Filter Assembly

CONTRACTOR NAME_____

ADDRESS: _____

TO: BOARD OF EDUCATION OF SHELBY COUNTY

We propose to provide to the Board of Education of Shelby County a quote for the **Undercounter Ice Machine with Water Filter Assembly** in accordance with Specification, General Terms and Conditions, and Special Terms and Conditions of IFB #12142026DEM

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 **Undercounter Ice Machine with Water Filter Assembly** for the Board of Education of Memphis-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 _____

APPENDIX E – BID PRICING FORM

(TO BE SUBMITTED WITH BID)
IFB # 12142026DEM Undercounter Ice Machine with Water Filter Assembly

Please provide the Item Number, unit cost per **Ice Machine,** and **Installation** cost per **Ice Machine.** Multiply the unit cost plus the Installation cost (per unit) times 16. That is the amount to be entered as the Grand Total.

Equipment Brand Name	Equipment Item Number	Quantity	Unit Cost	Installation Unit Cost	Total
		16	$	$	$

Grand Total (Total Equipment + Total Installation)

$_____

***All freight, shipping fees, etc. should be included in the unit cost.**

The Authorized Representative submits the attached Bid Pricing Form:

Print Name & Title	
Signature & Date	

APPENDIX - F PROMISE OF NON-DISCRIMINATION STATEMENT
(TO BE SUBMITTED WITH BID)
IFB # 12142026DEM Undercounter Ice Machine with Water Filter Assembly

PROJECT TITLE: _____

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** _____

APPENDIX G - ADDENDA ACKNOWLEDGEMENT

(TO BE SUBMITTED WITH BID)

IFB # 12142026DEM Undercounter Ice Machine with Water Filter Assembly

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

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

Addendum #1- Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

_____

Signature

_____

Title

_____

Vendor Name

_____

Email

_____

Contact Phone Number

Appendix H
(TO BE SUBMITTED WITH BID)
IFB # 12142026DEM Undercounter Ice Machine with Water Filter Assembly

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 I

(TO BE SUBMITTED WITH BID)

IFB # 12142026DEM Undercounter Ice Machine with Water Filter Assembly

STATE OF TENNESSEE

IRAN DIVESTMENT ACT CERTIFICATION ACT

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-J ANTI BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH BID)
IFB # 12142026DEM Undercounter Ice Machine with Water Filter Assembly

_____, 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 K - NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH BID)
IFB # 12142026DEM Undercounter Ice Machine with Water Filter Assembly

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 L – PROMISE OF NON-DISCRIMINATION STATEMENT
(TO BE SUBMITTED WITH BID)
IFB # 12142026DEM Undercounter Ice Machine with Water Filter Assembly

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**_____