

CIRCLES OF SUCCESS LEARNING ACADEMY

PROCUREMENT SERVICES

1299 E. McLemore Avenue □ Memphis, Tennessee 38106 □ Phone (901) 322-7978

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 details.

The Bid must be submitted no later than **April 30, 2026 @ 11:00 A.M.**

The Circles of Success Learning Academy 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 Circles of Success Learning Academy. 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*

Food Bid July 2026-June 2027

The Circles of Success Learning Academy ("COSLA") is requesting bids for the purchase of **Food Bid 2026-2027 SY** as indicated in the attached specifications. Bids **MUST** be received by Circles of Success Learning Academy ("COSLA") 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 vending@coslacharter.com by **April 17, 2026 @ 11:00 AM CST.**

ISSUED BY: COSLA IFB #04302026SNP

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 COSLA Board 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."

"COSLA 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."

CIRCLES OF SUCCESS LEARNING ACADEMY

School Nutrition Program

INVITATION FOR BIDS FOR FOOD PRODUCTS, PAPER GOODS, CHEMICALS, AND MILK

Invitation For Bid Timeline	
Bid Issue Date	April 10, 2026
Final Date for Written Questions	April 17, 2026
Bid Due Date and Time	April 30, 2026; 11:00 AM
Bid Due Location	1299 E. McLemore Avenue, Memphis, TN 38106
Bid Opening Date and Time	April 30, 2026; 12:00 pm
Bid Opening Location	1299 E. McLemore Avenue, Memphis, TN 38106
Award Date (per award letter)	May 01, 2026
Contract Start Date and End Date	July 1, 2026 - June 30, 2027
Name of Awardee (completed after contract is awarded)	

BID FOR	NAME OF PRODUCT	LABEL SEALED ENVELOPE AS FOLLOWS:
	Food	"IFB FOOD"
	Supplies/Chemicals	"IFB SUPPLIES AND CHEMICAL PRODUCTS"
	Bread	"IFB BREAD"
	Milk	"IFB MILK AND DAIRY PRODUCTS"

NOTE: This is a standardized sample document, which contains basic contract requirements, however depending on the bid item, some items may not be applicable. If the bidder is in doubt or has questions regarding the language, its meaning, or intent, it is the responsibility of the bidder to seek clarification prior to submission of the 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. 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."

PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Invitation for Bid (IFB) is soliciting bids for 2026-2027 SY Circles of Success Learning Academy 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

2.0 BACKGROUND

Circles of Success Learning Academy (COSLA) is the legal name of the Circles of Success Learning Academy (COSLA). COSLA is one of Tennessee's first Elementary public charter schools and is the first Elementary public charter school in Memphis. COSLA serves more than 280 students.

Circles of Success Learning Academy 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 mission of the Circles of Success Learning Academy is to empower children to succeed through a holistic approach to education - providing an alternative route that increases capacity, maximizes potential, and evokes success - ultimately cultivating leaders who function productively and excel in an ever-changing society.

3.0 SCOPE OF WORK

COSLA requests bids for Food Bid 2026-2027 SY 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 nonresponsive. All exceptions must be noted.

4.0 NON-EXCLUSIVE

The intent of this contract is to provide COSLA with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of COSLA and is considered to be a "Non-Exclusive" use contract. COSLA does not guarantee any usage. COSLA 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 COSLA and/or third-party participants.

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 **July 1, 2026 – 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.

Upon satisfactory service and by mutual agreement COSLA reserves the right to renew the contract. **The term of renewal shall not exceed one additional (12 month) period (July 01, 2027- June 30, 2028)**. If the option to renew is exercised, the agreement will continue under the same terms and conditions set forth herein.

Vendor contract may be canceled for breach of contract for any 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 COSLA (if applicable),
- At any time, COSLA 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, COSLA 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 COSLA within thirty (30) days of this written notice, this entire contract may be unilaterally terminated by COSLA with no further obligation on the part of COSLA. Contract may also be terminated if three (3) or more such occurrences occur within any twelve (12) month period.

COSLA 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 occurrences occur 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 April 7, 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 COSLA website *https://coslacher.com/vendor-bids/*. Please do not submit question in PDF format.

Bid Posted April 10, 2026 Questions Due April 17, 2026 @ 10AM CST
Answers Posted on Website April 20, 2026 COB Bid Due Date/Time April 30, 2026 @ 11AM CST

5.0 POINT OF CONTACT

Wayne Palmer, Business Manager/CFO
COSLA
E-mail: vending@coslacher.com

6.0 CONTRACT MONITOR/COSLA 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 Net 30 days upon receipt of invoice.

COSLA 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 if 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 COSLA <https://coslacher.com/vendor-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

To be eligible for consideration, bids must be received at COSLA no later than **April 30, 2026 @ CST, at 1299 E. McLemore Avenue, Memphis, TN, 38106**. Vendors mailing bids shall allow sufficient carrier delivery time to ensure timely receipt of their bid at the COSLA prior to the deadline. Any bid received at the COSLA 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 COSLA.**

11.0 BID OPENING

COSLA shall receive sealed bids until the bid due date indicated on the bid front cover sheet. Bid tabulations will be posted to The Circles of Success Learning Academy's (COSLA) website at www.coslacher.com once completed. COSLA 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 Business Manager. Upon acceptance and approval of the bid(s) by the Business Manager, COSLA may grant its approval subject to such conditions as it may be deemed appropriate. **All bids shall be opened at COSLA, 1299 E. McLemore Avenue, Memphis, TN 38106** on the date specified on the bid. In the event of inclement weather on the due date of a bid and COSLA 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.coslacher.com/vendor Website. This website also serves to publish any addenda, associated materials, bidder/offeror questions and COSLA's responses, and other solicitation related information.

COSLA does not discriminate in educational programs, activities or employment based on 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, they 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 Circles of Success Learning Academy's requirements, Vendors (persons, corporations or other entities) whose employee(s), subcontractor(s), or representative(s) will come in contact or close proximity to COSLA 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 Circles of Success Learning Academy, Tennessee Bureau of Investigation, and the Federal Bureau of Investigation and obtain Circles of Success Learning Academy'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 Circles of Success Learning Academy's identification badge will be the sole responsibility of the Vendor for each of the Vendor's employees, subcontractor(s), or representative(s). The Circles of Success Learning Academy's identification badge shall be worn at all times by each of the Vendor's employees, subcontractor(s), or representative(s) at shirt pocket height while on Circles of Success Learning Academy's property. For more information regarding fingerprinting, conducting the criminal records check, and obtaining a COSLA identification badge, please contact 901-322-7978

COSLA further reserves the right to audit the criminal history background records of any Vendor employee(s), subcontractor(s) or representative(s) having contact with COSLA students. Audits may be conducted on a quarterly basis with 48 hours' prior notice. It is the Vendor's responsibility to ensure records are current and made available upon request to COSLA. Failure to provide COSLA 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 COSLA 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. COSLA shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, COSLA 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 Executive 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, Circles of Success Learning Academy **will award this bid based on 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 CIRCLES OF SUCCESS LEARNING ACADEMY reserves the right to renew the contract. The term of renewal shall not exceed an additional twelve-month period.
- B. COSLA 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/manufacture experience a decrease in costs associated with the execution of the contract.
- D. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the CFO. 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 Circles of Success Learning Academy.

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 Business Manager 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 Department 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 Department with a copy to the Business Manager
 - 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 Business 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 COSLA is deemed to have waived any objection.
4. The Business Manager shall inform the Executive Director upon receipt of the protest.
5. The Business Manager 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 Business Manager shall issue a decision in writing. Any decision of an award protest may be appealed to the Executive Director within seven (7) days of issuance of the decision by the Business Manager
2. Any decision of an award protest may be appealed to the COSLA Board seven (7) days of issuance of the decision by the Executive Director.
3. The Board/Designee will evaluate the issues involved and render a decision. The decision of the Board/Designee 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 Circles of Success Learning Academy. 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 nutritional/crediting statements and related documents.** Also, bidders must provide a hard copy of bid worksheets typewritten as backup and nutritional. 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. **COSLA RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF COSLA, 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 4/30/2026**:
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

Food Bid July 1, 2026 – June 30, 2027

CIRCLES OF SUCCESS LEARNING ACADEMY REQUESTING BIDS FOR Food Bid July 2026 - June 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 **July 1, 2026 – 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 Circles of Success Learning Academy (COSLA) 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 COSLA 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:

1299 E. McLemore Avenue, Memphis, TN 38106.

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

SUBSTITUTION FOR ALL PRODUCE MUST HAVE PRIOR APPROVAL FROM SNP AT COSLA PRIOR TO DELIVERY

NOTE: COSLA 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 assessed. The Vendor will be responsible for the payment of such lumping fee. If any loading and/or unloading is done by a COSLA 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 Circles of Success Learning Academy during the bid period. Inclusion of an item on the bid form does not necessarily constitute an offer to buy nor does it obligate Circles of Success Learning Academy to purchase any quantity of the product. It is hereby agreed and understood that COSLA 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, COSLA 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 requirements 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 COSLA 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 COSLA, 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 Circles of Success Learning Academy 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 **COSLA 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. Circles of Success Learning Academy 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, COSLA shall notify the Vendor and the Vendor shall either replace all nonconforming items or credit COSLA 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 Circles of Success Learning Academy. 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, COSLA shall notify Vendor and Vendor shall either replace all non-conforming items or credit COSLA 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.

COSLA 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 COSLA 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 COSLA'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 Circles of Success Learning Academy of any manufacturer's recalls regarding items ordered under said agreements. The Vendor shall contact the School Nutrition Supervisor within 24 hours. Failure to comply with this requirement may be cause for termination of any existing agreements between the Vendor and COSLA and for removal from COSLA'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 COSLA 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 COSLA, 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 School Nutrition Supervisor via email **Reginald Johnson, rjohnson@coslacharter.com** to get the item nutritionally approved.

2. The School Nutrition Supervisor will review the nutritional information, product formulation sheet and/or credit statement in accordance with the bid specifications(s). A decision will be made to the vendor within 24-48 hours stating whether their item(s) were nutritionally approved from the School Nutrition Supervisor(s) via email. Once the item(s) are approved please follow the next steps to physically ship the product.
3. Contact and coordinate with **Reginald Johnson**, School Nutrition Supervisor, on any samples of food or cafeteria supply items that meet bid specification(s) via email at rjohnson@coslacher.com or by telephone at (901) 322-7978.
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.**

**COSLA – Nutrition Services Attn: Reginald Johnson
1299 E. McLemore Avenue
Memphis, TN 38106**

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 COSLA 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 COSLA.

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 Circles of Success Learning Academy, the number of pounds processed into each product, and the dates of shipment back to Circles of Success Learning Academy.
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 Circles of Success Learning Academy. Notice is hereby given that Circles of Success Learning Academy 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. COSLA will exhaust all efforts to utilize products when applicable up to full orders as they pertain to the business needs of COSLA. 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:** Circles of Success Learning Academy 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 Circles of Success Learning Academy.
25. **Contract Termination:** Circles of Success Learning Academy 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. COSLA also reserves the right to terminate if it is deemed in the best interest of Circles of Success Learning Academy.

26. **Basis for Ineligibility:** Unsatisfactory performance, including but not limited to, any of the following:
- a. Failure to comply with terms of COSLA'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 (41CFR, Part 60).

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

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

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

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

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 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 this contract. COSLA shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, COSLA may find said Contractor in default.

1. INVITATION TO BID

- a. COSLA 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 COSLA. 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 Business Manager 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 COSLA, which would provide sufficient data to enable COSLA 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 COSLA 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 COSLA. 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 COSLA, assign any of the monies payable under the contract.

- e. **COOPERATIVE PURCHASING:** COSLA 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. COSLA 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. Circles of Success Learning Academy 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 COSLA 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 COSLA to determine whether the Bidder's price will be recalculated. COSLA 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:** COSLA reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.
- e. **TAXES:** COSLA 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 COSLA 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 underline any prospective final contract between COSLA and the successful Bidder. Thus, in establishing the terms of any resulting contract, COSLA may assume the conditions and assumptions underlying the Bid submitted by the successful Bidder are accurate.
- i. **Ethics in Public Contracting:** Circles of Success Learning Academy adheres to strict laws, rules, and ethical practices when purchasing goods and services. COSLA Procurement Services subscribes to the standards set forth by the National Association of Purchasing Management and the National Institute of Governmental Purchasing. Ethics in Circles of Success Learning Academy 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 Circles of Success Learning Academy 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 COSLA 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, Circles of Success Learning Academy shall have the right to terminate the bid or agreement, either in whole or in part, and any loss or damage sustained by Circles of Success Learning Academy 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 COSLA 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 Circles of Success Learning Academy 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 COSLA 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 COSLA STAFF MEMBERS OR BOARD MEMBERS AND ANY REPRESENTATIVE OF A RESPONDENT RELATING TO A PENDING PROJECT OR AWARD (WHETHER BY WRITING, TELEPHONE, E-MAIL OR OTHERWISE) OUTSIDE OF PROPERLY SCHEDULED MEETINGS, OTHER THAN AS INTENDED AND INITIATED BY AN COSLA 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 COSLA Board member, staff member or any COSLA 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, COSLA 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 COSLA.
- 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 COSLA and the officers, employees, Board members and agents of COSLA 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 COSLA has made final payment and all other pending matters are closed. Vendors must agree that each School Food Authority, the State Agency, the United States Department of Agriculture, or the Comptroller General may review any books, documents, papers, and records of the vendor which are directly pertinent to all negotiated contracts.
- r. **Compliance with Procedures:** The successful contractor will comply with all procedural instructions that may be issued from time to time by COSLA. 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 COSLA:** The Bidder agrees that, if it becomes the successful contractor, the Bidder will fully provide to COSLA, 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 COSLA.
- 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. Circles of Success Learning Academy 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. COSLA 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 COSLA 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 COSLA 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 COSLA 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:** COSLA 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. COSLA will

consider the Bidder's record and performance of any prior contracts with COSLA, 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 Business Manager 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 COSLA. Upon acceptance and approval of the bid(s) by COSLA, COSLA 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 COSLA.

6. COMMENCEMENT OF SERVICES

- a. COSLA shall have no obligation to pay for services performed before the Notice of Award is executed; COSLA approves the contract or after the contract ends. COSLA shall have no obligation to pay for services in excess of the monetary amount of the award. COSLA 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:** COSLA reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. COSLA reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and COSLA also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** COSLA reserves the right to waive minor technical defects or minor irregularities, if in its judgment the interest of COSLA shall so require.
- c. **CONTRACT RESERVATIONS:** COSLA 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 COSLA 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 COSLA 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, COSLA 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.

9. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** COSLA may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. COSLA shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. **TERMINATION FOR DEFAULT:** Circles of Success Learning Academy 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 Circles of Success Learning Academy 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:** COSLA 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 COSLA 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 COSLA, then COSLA 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 COSLA.

- e. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless COSLA 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 COSLA, COSLA 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 COSLA, damage to the property of others, including COSLA, 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 Circles of Success Learning Academy, **1299 E. MCLEMORE AVENUE MEMPHIS TENNESSEE 38106** 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 the current Certificate of Insurance is on file in the Business 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 COSLA. 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 COSLA and made available by the Bidder to COSLA

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 COSLA sites and all material furnished by COSLA. 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 COSLA 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 Circles of Success Learning Academy 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 COSLA, whose consent will not be unreasonably withheld. Purchase by COSLA of any articles, material, merchandise, or service does not imply that COSLA 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 COSLA in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of COSLA 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 COSLA 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 COSLA 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 COSLA shall be employed or encouraged to become employed by the bidder.

21. RELATIONSHIP TO COSLA

- 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 COSLA. COSLA will not be legally responsible for any negligence or other wrongdoing of the contractor, its servants, or agents.

22. AVAILABILITY OF FUNDS

- a. COSLA for the purchase of such articles. The obligation of COSLA on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual COSLA 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 COSLA, unless such infringement or claim results from the Bidder following written instruction or directions of COSLA. Bidder shall indemnify COSLA 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. COSLA 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# 04302026SNP
Food Bid July 2026-June 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 of 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# 04302026SNP
Food Bid July 2026-June 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.



Food and Nutrition Service

**APPENDIX D - PRODUCT FORMULATION STATEMENT
(TO BE SUBMITTED WITH BID)
IFB# 04302026SNP
Food Bid July 2026-June 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 Amount³		Creditable	

* 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 an _ 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



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.

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).

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

Table with 4 columns: 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). Includes a Total Creditable Amount row.

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.

Signature _____

Title _____

Printed Name _____



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	MULTIPLY	FBG YIELD ¹	DIVIDE	PURCHASE UNIT	CREDITABLE AMOUNT ² (QUARTER CUPS)	
		A		B		C	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. <ul style="list-style-type: none"> • 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 1/8 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 1/2 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 x	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 1/8 cup of recognizable fruits are required to contribute toward the fruits component.
- Dried fruits credit double the volume served in school meals (example: 1/2 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 = 1/8 Cup vegetable/fruit
- 1.0 Quarter Cups = 1/4 Cup vegetable/fruit
- 1.5 Quarter Cups = 3/8 Cup vegetable/fruit
- 2.0 Quarter Cups = 1/2 Cup vegetable/fruit
- 2.5 Quarter Cups = 5/8 Cup vegetable/fruit
- 3.0 Quarter Cups = 3/4 Cup vegetable/fruit
- 3.5 Quarter Cups = 7/8 Cup vegetable/fruit
- 4.0 Quarter Cups = 1 Cup vegetable/fruit

*The result of 0.9999 equals

Signature

Title

Printed Name

Date

Phone Number



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 Amount²				

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	OUNCES PER RAW PORTION OF CREDITABLE MEAT ALTERNATE	MULTIPLY	FBG YIELD ¹	DIVIDE	PURCHASE UNIT IN OUNCES	CREDITABLE AMOUNT ²

¹ 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.

PER FOOD BUYING GUIDE (FBG)	INGREDIENT D		E		F	D x E ÷ F
		x		÷		
		x		÷		
		x		÷		
G. Total Creditable Meat Alternates Amount⁵						
DESCRIPTION OF APP, MANUFACTURER'S NAME, AND CODE NUMBER	OUNCES DRY PER APP PORTION H	MULTIPLY	% OF PROTEIN AS IS ¹ I	DIVIDE ⁴	CREDITABLE AMOUNT APP H x I ÷ 18	
		x		÷ 18		
		x		÷ 18		
		x		÷ 18		
J. Total Creditable APP Amount²						
K. TOTAL CREDITABLE AMOUNT (C + G + J rounded down to nearest 0.25 oz)⁵						

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.

¹ Attached documentation provides % of Protein As-Is. ⁴ 18 is the percent of protein when fully hydrated.

² 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.

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 ingredients 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)."

APPENDIX E - CERTIFICATE OF INSURANCE COVERAGE

(TO BE SUBMITTED WITH BID)

IFB# 04302026SNP

Food Bid July 2026-June 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 CIRCLES OF SUCCESS LEARNING ACADEMY 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 CIRCLES OF SUCCESS LEARNING ACADEMY.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the CIRCLES OF SUCCESS LEARNING ACADEMY.
- 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 CIRCLES OF SUCCESS LEARNING ACADEMY is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. The CIRCLES OF SUCCESS LEARNING ACADEMY 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 CIRCLES OF SUCCESS LEARNING ACADEMY. 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 CIRCLES OF SUCCESS LEARNING ACADEMY 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 CIRCLES OF SUCCESS LEARNING ACADEMY."

"The insurance company is prohibited from pleading government function in the absence of any specified written authority from the CIRCLES OF SUCCESS LEARNING ACADEMY."

"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)
IFB# 04302026SNP**

Food Bid July 2026-June 2027

CONTRACTOR NAME: _____

ADDRESS: _____

TO: CIRCLES OF SUCCESS LEARNING ACADEMY

We propose to provide the CIRCLES OF SUCCESS LEARNING ACADEMY **Food Bid January 2026-June 2026** bid in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of **IFB# 04302026SNP**.

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. Price 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 COSLA 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 COSLA 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 nondomestic 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 (nondomestic).	The vendor must list the country of origin for any NonDomestic 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?

Vendor Certification

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.

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

PRODUCT INFORMATION

PROFILE FORM

FOOD BID JULY 2026 – JUNE 2027 IFB# 04302026SNP

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:
COSLA STOCK	VENDOR STOCK	PRODUCT NAME / DESCRIPTION:	PRODUCT STORAGE TYPE (Dry, Frozen, or Refrigerated):	CASES PER PALLET:	LEAD TIME:	E-MAIL:
1			<input type="checkbox"/> Freezer <input type="checkbox"/> Cooler <input type="checkbox"/> Dry			
2			<input type="checkbox"/> Freezer <input type="checkbox"/> Cooler <input type="checkbox"/> Dry			
3			<input type="checkbox"/> Freezer <input type="checkbox"/> Cooler <input type="checkbox"/> Dry			
4			<input type="checkbox"/> Freezer <input type="checkbox"/> Cooler <input type="checkbox"/> 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# 04302026SNP
Food Bid July 2026-June 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# 04302026SNP
Food Bid July 2026-June 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# 04302026SNP
Food Bid July 2026-June 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/central><https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-/library-/public-information-library.html>

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE _____

APPENDIX-L ANTI BRIBERY AFFIDAVIT

(TO BE SUBMITTED WITH BID)

IFB# 04302026SNP

Food Bid July 2026-June 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 COSLA Board 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# 04302026SNP

Food Bid July 2026-June 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# 04302026SNP

Food Bid July 2026-June 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 Circles of Success Learning Academy, 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 Circles of Success Learning Academy 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 _____

**ATTACHMENT B
Food Specifications**

ITEM #	ITEM DESCRIPTION	BRAND	PACKED SIZE (per case)	PRICE
	APPLE JACKS REDUCED SUGAR WG		96 bowls	
	APPLESAUCE		72 cups	
	BISCUITS 20 OZ READY TO SERVE WG		120	
	TURKEY GROUND		(4) 5 lb bags	
	BLACK PEPPER		16 oz bottle	
	BREADED CHICKEN PATTY		(2) 5 lb bag	
	BREAKFAST PIZZA SAUSAGE AND TOMATO WG CRUST		100	
	BROCCOLI CUTS FROZEN		(2) 15 lb bags	
	CATSUP 1000 CT ODT		1000 packets	
	CHEERIOS WG		96 bowls	
	CHICKEN LEGS		(2) 15 lb bags	
	CHICKIN NUGGETS WG		500	
	CHICKEN THIGHS		(4) 10 lb bags	
	CHILI POWDER		80 oz bottle	
	CORNDOG TURKEY CHICKEN 4 OZ WG		72	
	CUMIN		15 oz bottle	
	DELI HAM TURKEY		(2) 7 lb logs	
	FISH STICKS		(2) 5 lb bags	
	FOOD RELEASE		(6) 16 oz cans	
	FR FLAKES REDUCED SUGAR WG		96 bowls	
	FROZEN PANCAKES WG		144	
	FRUIT LOOP REDUCED SUGAR WG		96 bowls	
	GARLIC BREAD 2 OZ		120	
	GOLDFISH CHEDDAR CHEESE 100 CAL WG		300 bags	
	GREEN BEANS SHORT CUT U.S. ONLY		(6) 100 oz cans	
	HAM BURGER BUNS 2 OZ WG		(10) 12 ct bags	
	HARD SHELL TACO SHELL WG		384	
	HOT DOG BUNS 2 OZ WG		(12) 12 ct bags	
	INDV HONEY MUSTARD DIPPING CUPS		100	
	INDV JELLY ASSORTED FLAVORS		200	
	INDV PANCAKE SYRUP DIPPING CUP REDUCED SUGAR		100	
	INDV RANCH DRESSING LOW FAT		96	
	MANDARIN ORANGES IN LITE SYRUP OR OWN JUICE		(6) 100 oz cans	
	MAYONAISE LO-FAT ODT		1000	
	MUSTARD ODT		1000	
	ONION RINGS 1/2"		(2) 15 lbs bags	
	PASTA ELBOW MACARONI WHOLE GRAIN		(4) 5 lbs boxes	
	PASTA ROTINI WHOLE GRAIN		(4) 5 lbs boxes	
	PASTA SPAGHETTI WHOLE GRAIN		(4) 5 lbs boxes	
	PEACHES DICED IN LITE SYRUP		(6) 100 oz cans	
	PINEAPPLE TIDBITS IN LITE SYRUP OR OWN JUICE		(6) 100 oz cans	
	POTATO FRIES		(6) 5 lbs bags	
	POTATOES INSTANT		(6) 5 lbs canister	
	POTATO TOTS		(6) 5 lbs bags	
	RICE KRISPY TREATS		(6) 50 ct boxes	
	SCOOBY SNACKS		210	
	SCRAMBLED EGGS BOIL IN BAG		(15) 2 lbs carton	
	SHREEDED CHEDDAR		(4) 5 lbs bags	
	SLICED AMERICAN CHEESE YELLOW		(4) 5 lbs packet	
	SLICED CARROTS FROZEN		(12) 2 lbs bags	
	SOFT TORTILLA WHOLE GRAIN 8"		(24) 12 ct bags	
	SPINACH FROZEN		(12) 3 lbs bags	
	TROPICAL FRUIT SALAD IN JUICE OR LITE SYRUP		(6) 100 oz cans	
	TURKEY BACON		(4) 3 lbs bags	
	TURKEY FRANKS 8-1 CN LA BLE		(4) 5 lbs bags	
	TURKEY SUSAGE PATTIES LOW SODIUM		12 lbs	
	UNBREADED GRILLED CHICKEN PATTY		100	
	VEGETERIAN BEANS BAKED		(6) 100 oz cans	
	BAKING PAN LINERS		1000 sheets	
	BLEACH		(6) 1 gal bottle	
	DAWN DETERGENT		(8) 38 oz bottle	
	FILM WRAP 18" WITH SLIDE CUTTER		3000 ft roll	
	FOAM CUPS 8OZ		(40) 25 ct sleeve	
	FOAM TRAYS 5 COMPARTMENT		(4) 125 ct sleeve	
	NAPKINS TALL FOLDU		(12) 50 ct packs	
	PLASTIC FORKS MED WT SPORKS		1000	
	RUBBER GLOVES FOR DISHWASHING S, M, L, XL		(10) 100 ct box	